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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शनिवार, 06 सितम्बर, 2025 / 15 भाद्रपद, 1947

हिमाचल प्रदेश सरकार

LABOUR, EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 5th July, 2025

No. LEP-E/1/2024.—In exercise of the powers vested under section 17(1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to order the publication of awards

of the following cases announced by the **Presiding Judge, Labour Court**-cum-**Industrial Tribunal, Dharamshala, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* **"e-Gazette":—**

Sl. No.	Ref. No.	Petitioner	Respondent	Date of Award/Order
1.	66/20	Workers Union	M/s Tidal Laboratories	10-05-2025
2.	17/23	Vivek Rohal	M/s Factory Transmission Pvt. Ltd.	10-05-2025
3.	105/21	Som Dutt	M/s Manuni Hydro Electrical	10-05-2025
4.	56/23	Bhawani Dass	M/s Jagjit Industries New Delhi	10-05-2025
5.	62/17	Rattan Lal	M.D. HP Horticulture Shimla	13-05-2025
6.	101/18	Som Raj	G.M. Aveda Hotels	24-05-2025
7.	494/16	Banarsi Dass	M/s Universal Electric Engg.	24-05-2025
8.	98/20	Sanju Devi	D.F.O Joginder Nagar	24-05-2025
9.	96/20	Beena Devi	-do-	24-05-2025
10.	318/15	Ashwani Joshi	M/s Bector Food Una	30-05-2025
11.	46/22	Shubham	Principal Sri Satnam Dharam Una	30-05-2025
12.	127/19	Subhash Chand	M/s Surie Polex Una	30-05-2025
13.	125/19	Ranjeet Singh	M.D. DAV College & Another	30-05-2025
14.	13/20	Pradhan/Secy. DAV	Chairman, DAV College Committee	30-05-2025
15.	01/23	Pradha/Secy, DAV	Principal DAV Bhaghani, Nurpur	30-05-2025
16.	53/23	Bishamber Chand	Principal, DAV School Narwana	30-05-2025
17.	120/17	Bishnu Ram	GVK, EMRI & others	30-05-2025
18.	02/21	Tara Chand	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
19.	03/21	Deepak Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
20.	04/21	Sharif Mohammad	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
21.	05/21	Manoj Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
22.	06/21	Ram Dass	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
23.	07/21	Kamal Kishore	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
24.	08/21	Mangal Singh	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
25.	09/21	Sudarshan Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
26.	10/21	Tarsem Lal	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
27.	11/21	Ashwani Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
28.	12/21	Gulzari Lal	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
29.	13/21	Ashish Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
30.	14/21	Pawan Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
31.	15/21	Krishan Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
32.	16/21	Ashok Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
33.	17/21	Mukesh Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025

34.	18/21	Vijay Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
35.	19/21	Mohmmed Shreef	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
36.	20/21	Ram Swaroop	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
37.	21/21	Sandeep Kumar	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
38.	22/21	Ram Pal	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
39.	23/21	Tilak Raj	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
40.	24/21	Parkash Chand	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025
41.	49/21	Om Parkash	M.D. M/s Crest Steel Pvt. Ltd. & oth.	30-05-2025

By order,

PRIYANKA BASU INGTY, IAS,
Secretary (Lab., Emp. & O.P.).

BEFORE THE NATIONAL LOK ADALAT

HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Workers M/s Tidal Laboratories Pvt. Ltd. , Through Himachal Pradesh Workers Union (Regn. No.155), Head Office Saproon, Solan, H.P. Branch Office: Tidal Laboratories Pvt. Ltd., Workers Union Gwalthai, Tehsil Sri Naina Devi, District Bilaspur, H.P.

Respondent(s) : The Occupier/Factory Manager, M/s Tidal Laboratories Pvt. Ltd., Patch-5, Phase-II, Industrial Area Gwalthai,Tehsil Sri Naina Devi, District Bilaspur, H.P.

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala : 66/2020

Present :

Applicant : Sh. Vijay Kaundal, Ld. Vice Counsel

Respondent(s) : Sh. Anubhav Walia, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:

The petitioner has entered in a compromise and the statement is recorded on 11.3.2025. The learned AR for the petitioner has submitted that the petitioner do not want to pursue with this case and withdraw the same on behalf of the petitioner. Therefore in view of the above statement, the reference/claim is dismissed as withdrawn.

The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 10.05.2025

BEFORE THE NATIONAL LOK ADALAT

HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Vivek Rohal s/o Sh. D.R. Rohal, r/o Vill. Jalail, P.O. Soghi, District Shimla, H.P.

Respondent(s) : i. The Managing Director, M/s Fastway Transmission Private Limited, 5th Floor, Grand Walk Malt, Opposite Gurdev Hospital Ferozpur Road, Ludhiana, Punjab.

ii. The Manager, M/s Fastway Transmission Private Limited, c/o Sanidhya Niwas, Opposite Home Guard Office, Ward No.9, Dhalpur, Kullu, District Kullu, H.P.

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala : 17/2023

Present:—

Applicant : Sh. Vijay Kaundal, Ld. Vice Counsel

Respondent(s) : Sh. Anubhav Walia, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:

The petitioner has entered in a compromise and the statement is recorded on 07.4.2025 at Mandi. The learned Counsel for the petitioner has submitted that the petitioner he do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the reference/claim, hence he wants to withdraw the same as per instruction of the petitioner. Therefore in view of the above statement the reference/claim is dismissed as withdrawn.

The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 10.05.2025

BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Som Dutt s/o Shri Lalu Ram, r/o Vill. Thatri, P.O. Khanyara, Tehsil Dharamshala, District Kangra, H.P.

Respondent(s) : The Occupier/Factory Manager, M/s Manuni Hydro Electric Project, Village Lunta, P.O. Khanyara, Dharamshala, District Kangra, H.P.

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala. : 105/2021

Present:—

Applicant : Sh. Adhar Gupta, Ld. Adv.

Respondent : Sh. Dinkar Sharma, Manager with Sh. Anand Sharma, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.70,000/- will be paid to applicant on or before 20.5.2025 as one time settlement by the respondent vide separate statement of Shri Dinkar Sharma, Manager Winsome Textile Industry Limited, Manouni Hydro Project, Village Lunta, P.O. Khanyara, Dharamshala, H.P., recorded today 10.5.2025. The statement of applicant Shri Som Dutt has also recorded wherein he has stated that he has compromised with the respondent on payment of one time settlement of Rs.70,000/-. According to settlement Rs.70,000/- shall be paid to him on or before 20.5.2025 and the same is acceptable to him, failing which respondent undertakes to pay double the agreed amount i.e. Rs.1,40,000/-. Therefore in view of the above statement of both the parties, the reference/claim is withdrawn as compromised.

The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member **Judicial Officer**
(Dr. Rashmi Ramaul) **(Parveen Chauhan)**

Announced:
Date: 10.05.2025

BEFORE THE NATIONAL LOK ADALAT

HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Bhawani Dass s/o Shri Kaur Ram, r/o V.P.O. Dhanag, Tehsil Baijnath, District Kangra, H.P.

Respondent(s) : (i) The Managing Director, M/s Jagajit Industries Limited, 4th Floor, Bhandari House, 91 Nehru Place, New Delhi-110 019.

(ii) The Jagajit Industries Limited, registered Office Jagajit Nagar, District Kapurthala, Punjab.

(iii) The North India Distillers and Bottlers, V.P.O. Raja Khasa, Tehsil Indora, District Kangra, H.P.

Number of proceedings of the Labour Court-cum-Industrial Tribunal, Dharamshala. : 56/2023

Present:—

Applicant : Sh. Rakesh Mehra, Ld. Adv.

Respondent(s) : Sh. Anubhav Walia, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:

The parties have entered in a compromise and the matter has been settled between the parties for a sum of Rs.3,00,000/- will be paid to applicant within fifteen days by the respondent *vide* separate statement of Shri Bhabhuk Dham, Working Manager HR Jagjit Industries Limited, 91 Fourth Floor, Bhandari House, New Delhi-110019, for the respondent recorded today 10.5.2025. The statement of applicant Shri Bhawani Dass (petitioner) has also recorded wherein he has stated that he has compromised with the respondent. According to settlement Rs.3,00,000/- shall be paid to him within fifteen days and the same is acceptable to him and he does not want to pursue the present case and he prays award be passed accordingly. In view of this, the claim petition/reference is disposed off and respondent is directed to pay Rs.3,00,000/- to petitioner within 15 days of receive the copy of award. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Dr. Rashmi Ramaul)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 10.05.2025

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 62/2017

Date of Institution : 21.2.2017

Date of Decision : 13.5.2025

Shri Rattan Lal s/o Shri Tota Ram, r/o Village Trihwin, P.O. Jarol, Tehsil Sunder Nagar, District Mandi, H.P. and 9 others . . *Petitioners.*

Versus

1. The Managing Director, H.P. Horticulture Produce Marketing & Processing Corporation Limited, Nigam Vihar, Shimla (Principal Employer).

2. The Deputy General Manager, H.P. Horticulture Produce Marketing & Processing Corporation Limited, Fruit Processing Plant, Jarol, Tehsil Sunder Nagar, District Mandi, H.P.

3. Shri Ramesh Kumar s/o Shri Godavar Ram, r/o VPO Jarol, Tehsil Sunder Nagar, District Mandi, H.P. (Contractor) . . *Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner(s) : Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Already *Ex parte*

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority/ Deputy Labour Commissioner:—

> "Whether miscellaneous demands raised vide demand notices dated 29-06-2015 and 20-10-2015 (copies enclosed) by Shri Rattan Lal s/o Shri Tota Ram, r/o Village Trihwin, P.O. Jarol, Tehsil Sunder Nagar, District Mandi, H.P. and 9 others (list enclosed) to be fulfilled by (i) the Managing Director, H.P. Horticulture Produce Marketing & Processing Corporation Limited, Nigam Vihar, Shimla (Principal Employer), (ii) the Deputy General Manager, H.P. Horticulture Produce marketing & Processing Corporation Limited, Fruit Processing Plant, Jarol, Tehsil Sunder Nagar, District Mandi, H.P. and (iii) Shri Ramesh Kumar s/o Shri Godavar Ram, r/o V.P.O. Jarol, Tehsil Sunder Nagar, District Mandi, H.P. (Contractor) are legal, justified and maintainable? If yes, what relief and benefits the above workers are entitled to by the above employers/Management?"

2. The workers had raised their joint demand notice under Section 2-K of the Industrial Disputes Act, 1947 on 29.6.2015 and 20.10.2015 against respondent department as well as various contractor including Shri Ramesh Kumar (contractor) respondent no.3 wherein various demands have been raised by the workmen and copy of the same was forwarded to Labour Officer-cum-Conciliation Officer, Mandi for necessary action. Conciliation tried but the disputes between the parties were not settled amicably. The brief facts stated in the claim petition are that Government of Himachal Pradesh has established the Horticulture Produce Marketing & Processing Corporation Ltd. in 1977 and management/BOD had started fruit processing plant at Jarol, Tehsil Sunder Nagar, District Mandi, H.P. in the said year and different type of articles were made in the establishment at Jarol like, juice, sauce, pickle, jam, pine apple, wine etc. It is asserted that the work of factory/establishment was permanent in nature. 10 workers were working in the factory under

supervision and control of the Deputy General Manager of the unit and their daily attendance had marked by the regular staff of the factory/management everyday on shift wise. It is alleged that the name of 10 workmen was shown/engaged in different contractors from 2008 onwards was totally wrong and the management of the HPM had adopted unfair labour practise to deprive their permanent status and the same was covered under Section 2 (ra) read with Section 25-T, 25-U and also read with Vth Schedule of the Industrial Disputes Act. It is asserted that the Payment of Bonus Act, 1965 is applicable to the factory/establishment hence all the ten workers were entitled to bonus under Section 10 and 11 of the Payment of Bonus Act, 1965 from the date of their initial engagement in the factory directly or indirectly *i.e*. 8.33% or 20% as well as they were also entitled for 12% interest. It is asserted that all the workmen were entitled for annual leave with wages under Section 79 of the Factory Act, 1948 from the date of their initial engagement. It is further asserted that all the workmen were entitled to national and festival holidays and casual and sick leave under Section 3 and 4 of Himachal Pradesh Industrial Establishment National Festival Holidays and Casual Leave and sick leaves Act, 1969 (Act 7 of 1970) from the date of their initial engagement/appointment in the factory. All the workmen were discharged their duties in the unit/plant from 7 AM to 3 PM, 3 PM to 11 AM and 11 AM to 7 PM along-with regular workers of the management. It is asserted that all the petitioners had discharging their duties as like regular workers of the Corporation Ltd. (Fruit Processing Unit) and they are entitle for wages as per Minimum Wages Act, 1948 as the regular employees of the respondent nos.1 and 2 are getting regular pay scales as fixed and revised by the State Government as well as respondents no.1 and 2 from time to time and all the workmen were also entitled to equal work for equal pay under Articles 39 (d) of Constitution of India. All ten workmen are discharging their duties in various types of machines in the factory and operated the machine shift-wise and should be designated as Machine Operators as skilled workers after completion of 3 years or from the date of their initial engagement. It is asserted that as per Employees Provident Funds Scheme, 1948 all ten workmen who had been engaged by the management of the factory through contractors, 12% provident funds contribution on their share and 12% contributions of employer share be deposited before the Regional Funds Commissioner, Himachal Pradesh Shimla and they are also members of provident fund from their initial engagement. It is asserted that the management had given fictional breaks to all ten workers from their initial engagement after completion of their 240 days without any notice hence the period of fictional breaks is to be condoned in their continuity of services and wages of breaks period from their initial engagement be paid. It is further asserted that all ten workmen are entitled for regularization in regular pay scale of Rs.4900-10680/- after completion of their 8 or 7 years along-with all consequential benefits including arrears till date of their regularization with 12% interest. It is prayed that the illegal termination, break period from time to time given to all ten workmen from their initial engagement be set aside and respondents no.1 and 2 be directed to not to give the fictional breaks to all ten workmen. The petitioners be given relief as per demand notice dated 29.6.2015 and 20.10.2015 as the demands raised by the workmen and respondents be also directed to pay litigation costs Rs.15000/- in the favour of the workmen.

3. In reply to the claim petition on behalf of respondent no. 3 it is asserted that demands of the petitioners are not pertaining to the replying respondent. It is asserted that the replying respondent provided labour to the HPMC and all the payments and other dues were paid by the HPMC to the labourers and there is no concern of replying respondent with regard to work done by the petitioners. It is further asserted that replying respondent had only provided labour to the HPMC and work was done by the labourers in the HPMC but it was on the will of respondents no.1 and 2. It is asserted that the PF was deducted by HPMC from the payment of labourers as per legal norms. According to respondent no. 3 as per requirement of respondents no.1 and 2, labours provided to respondents no.1 and 2. Other averments made in the petition were denied and it is prayed that the claim deserves to be dismissed.

4. No rejoinder was filed on behalf of the petitioners.

5. The petitioner Shri Rattan Lal in order to prove his case has produced on record affidavit Ext.PW1/A along-with copy of demand notice dated 29.6.2015 Ext. PW1/B and copy of another demand notice dated 20.10.2015 along-with redrafted copy Ext. PW1/C. Remaining petitioners in order to prove their case have produced on record their affidavits Ext. PW2/A, Ext. PW3/A, Ext. PW4/A, Ext. PW5/A, Ext. PW6/A, Ext. PW7/A, Ext. PW8/A, Ext. PW9/A wherein they have reiterated the facts stated in the claim petition. The petitioners have also examined one Shri Narender Kumar, Junior Assistant, o/o the Labour Officer, Mandi, District Mandi, H.P. as PW10 who has produced on record copy of authority letter Ext. PW10/A, demand notice dated 29.6.2015 Ext. PW10/B, copy of supplementary demand notice dated 27.10.2015 Ext. PW10/C, redrafted copy of supplementary demand notice Ext. PW10/D, reply dated 19.2.2016 Ext. PW10/E, copy of registration certificate Ext. PW10/F, copy of licenses dated 30.12.2016 and 8.9.2016 Ext. PW10/G and Ext.PW10/H. The petitioners have also examined Shri Sher Singh s/o Shri Sant Ram by way of affidavit Ext. PW11/A. PW12 is Shri Ravi Kant Chandel, Labour Inspector, o/o Labour Officer Mandi, District Mandi who has produced on record mandays chart Ext. P-2, wages record of petitioners Ext. P-3, reply to demand notice Ext. P-4, rejoinder Ext. P-5, list of contractors Ext. P-6, order under Section 33 of I.D. Act Ext. P-7, licence dated 9.12.2010 Ext. P-8, licence dated 17.12.2014 Ext. P-9, licence dated 23.9.2013 Ext. P-10 and form of EPF Ext.P-11.

6. It is pertinent to mention here that the respondents no.1 and 2 were proceeded ex parte on 21.6.2019 as they failed to appear despite service. On 20.5.2022 respondent no. 3 was also proceeded ex parte.

7. I have heard the learned Counsel for the petitioners at length and records perused.

8. While dictating award, it is revealed that issues were not framed in this case hence some points are framed for necessary adjudication of the case as follows:—

1. Whether the miscellaneous demands raised by the petitioners vide demand notices dated 29.6.2015 and 20.10.2015 were illegal and unjustified, as alleged? . . *OPP.*

2. Relief

9. For the reasons to be recorded hereinafter while discussing the points for determination, my findings thereon are as under:

Issue No. 1	:	No
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Point No.1

10. Ten workers working in the H.P. Horticulture Produce Marketing & Processing Corporation Ltd. i.e. Fruit Processing Plant, Jarol have set up their claim on the basis of demand notice dated 29.6.2015 and 20.10.2015. The claim petition in accordance with reference was presented jointly and respondents were duly served. Respondents No.1 and 2 did not submitted reply despite service. However respondent no. 3 *i.e.* Contractor has presented a reply. All the claimants have produced separate affidavits to support their claim along-with documents Ext.P1 to Ext. P11. The contention of each workman qua date of their engagement by Deputy General Manager HP Horticulture Produce Marketing & Processing Corporation Ltd. in the year mentioned

in their respective affidavits is not disputed or contested. The factum of presentation of demand notice and subsequent failed conciliation proceedings is also not the controverted fact. The various demands were put forward by the petitioners needs to be discussed separately on the basis of evidence led by the petitioners only. **Demand no.1**, it is stated on oath by the petitioners that the management had started fruit processing plant at Jarol in 1977 and in the said plant different type of articles are made in the establishment at Jarol like as juice, sauce, pickle, jam, pine apple and wine etc. being manufactured with the help of machinery and more than 50 workmen were working in manufacturing process as such fruit processing plant is covered under Section 2 Clause (m) of the Factory Act, 1948 is as follows:—

"(m) "factory" means any premises including the precincts thereof—

(i) whereon ten or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on with the aid of power, or is ordinarily so carried on, or

(ii) whereon twenty or more workers are working, or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on without the aid of power, or is ordinarily so carried on,— but does not include a mine subject to the operation of 5 [the Mines Act, 1952 (35 of 1952)], or 6 [a mobile unit belonging to the armed forces of the Union, railway running shed or a hotel, restaurant or eating place].

[Explanation 2 [I]—For computing the number of workers for the purposes of this clause all the workers in [different groups and relays] in a day shall be taken into account;]

[Explanation II.—For the purposes of this clause, the mere fact that an Electronic Data Processing Unit or a Computer Unit is installed in any premises or part thereof, shall not be construed to make it a factory if no manufacturing process is being carried on in such premises or part thereof;]"

11. No contrary evidence has been produced by the respondents. In accordance with the provisions of Section 2 Clause (m) of the Factory Act, 1947 the demand of petitioners to declare the manufacturing unit of respondents no.1 and 2 clearly falls under the Factory Act, 1947 is sustainable in the eyes of law. **Demand no. 2**, it is pertinent to mention here that there is no controverted evidence or pleadings to suggest that work done at the Jarol manufacturing place is seasonal. The workers have pleaded that they have worked since 2000 and 2001 under supervision and control of Deputy General Manager. It is also submitted that their attendance is marked daily in the various establishments and they are wrongly shown to have been engaged through contractor. This conduct on the part of the respondents amounted to unfair labour practice under Schedule V of the Industrial Disputes Act. It is also alleged that the said contract labour is sham, bogus and camouflage hence the petitioners needs to be treated as workmen of respondents no.1 and 2 since the date of their engagement. Hon'ble Supreme Court in **R.K. Panda & Ors. vs. Steel Authority of India, 1994 LLR 634** has held in para no.7 as follows:—

"7. It is true that with the passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting

that the contractor or the new contractor retains the old employees. In fact such a condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularisation in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage and a smokescreen, as has been urged in this case, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. It is not possible for the High Court or this Court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions, only on the basis of the affidavits. It need not be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are the competent fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them".

12. The learned counsel/AR for the petitioners has also relied upon the judgments of Hon'ble Supreme Court in **Deena Nath & Others vs. National Fertilized Ltd. & Others, 1992 SCC (L&S) 349 and APSRTC & Ors. vs. G. Srinivas, 2006 LLR 433.**

13. The plea of petitioners regarding contract labour employed being sham and camouflage is quite evident from the reply filed by respondent no. 3, the paras no.5 and 7 are as follows:—

"5. That the contents of para No.5 of the demand. The replying respondent has provided the labour to the HPMC and all the payments and other dues were paid by the HPMC to the Labourers and the replying respondent has no concerned with the work done by the petitioner.

7. That the contents of para No.7 of the demand are wrong, false and hence denied. It is further submitted that the replying respondent has only provided the labour to the HPMC and work has been done by the Labourers in the H.P.M.C. It is on the will of respondent No.1 and 2".

14. The claim of the petitioners remains uncontroverted by respondents no.1 and 2 and in the reply of respondent no. 3 points towards the fact that all the payments and dues of the labourers were being paid by HPMC only. Work was done by the labourers as the will of respondents no.1 and 2 and respondent no.3 had no role to play in the same. There is nothing to show that respondent no. 3 had paid the wages to the labourers and not the respondents no.1 and 2. In fact respondents No.1 and 2 had exercised supervision and control over the work done by the workmen. Passing the dual that it is the fact brought forward by the evidence of the petitioners and reply on behalf of respondent no. 3 that employment of petitioners through contractor was merely a sham and camouflage to deprive the petitioners of benefits of continuous service of the petitioners thus petitioners have to be treated as workmen of HPMC from the date of their initial engagement on daily wage basis. **Demands no. 3, 4 and 5**, the petitioners have prayed regarding the demand of bonus under Payment of Bonus Act, 1965 in Sections 10 and 11. Sections 10 and 11 of the Payment of Bonus Act, 1965 reads as follows:—

"[10. Payment of minimum bonus.—Subject to the other provisions of this Act, every employer shall be bound to pay to every employee in respect of the accounting year commencing on any day in the year 1979 and in respect of every subsequent accounting year, a minimum bonus which shall be 8.33 per cent of the salary of wage earned by the employee during the accounting year or one hundred rupees, whichever is higher, whether or not the employer has any allocable surplus in the accounting year: Provided that where an employee has not completed fifteen years of age at the beginning of the accounting year, the provisions of this section shall have effect in relation to such employees as if for the words "one hundred rupees", the words "sixty rupees" were substituted.

11. Payment of maximum bonus.—

(1) Where in respect of any accounting year referred to in section 10, the allocable surplus exceeds the amount of minimum bonus payable to the employees under that section, the employer shall, in lieu of such minimum bonus, be bound to pay to every employee in respect of that accounting year bonus which shall be an amount in proportion to the salary or wage earned by the employee during the accounting year subject to a maximum of twenty per cent of such salary or wage.

(2) In computing the allocable surplus under this section, the amount set on or the amount set off under the provisions of section 15 shall be taken into account in accordance with the provisions of that section.]"

15. Petitioner though wrongly depicted as the labour through contract employment are actually performing duties at par with the regular workmen. Thus they are entitled to receive benefit if any under Payment of Bonus Act, 1955 as is being provided to regular employee of respondents No.1 and 2**.** As already mentioned above that the fruit processing unit at Jarol falls within the definition of Factory Act, 1946 thus petitioners are also entitled for the benefits under Section 79 of the Factory Act, 1948 and benefits of H.P. Industrial Establishment National and Festival Holidays and Casual and Sick Leave Act, 1969 (Act 7 of 1970) also. No evidence to the contrary has been produced by either of the respondents. **Demand No. 6**, the petitioners claimed that they have worked continuously on their duties shift wise as per the directions of the Deputy General Manager of Unit/Plant in rotation basis from 7AM to 3 PM, 3 PM to 11 PM and 11 PM to 7 AM along-with regular workers of the Corporation Ltd. (Fruit Processing Unit) at Jarol and they had discharged their duties like the regular workmen of fruit processing unit. They are given daily wages as per Minimum Wages Act, 1948. On the other hand regular workmen of the respondents no.1 and 2 are getting regular pay scale applicable to class-IV unskilled workers. It is contended that in accordance with Section 39 (d) of Constitution of India the workers are entitled for equal pay for equal work. The above contention raised by the petitioners also stand uncontroverted as the respondents have failed to plead and prove by leading evidence that petitioners are performing work and duties different from the regular workers of the respondent corporation. **Demands No. 7 and 8**, petitioners have contended that they are doing various types of work of machine in the factory as per the directions of respondent no. 2 *i.e.* Deputy General Manager Jarol and like other workmen they also to be designated as machine operator as skilled workers after completion of three years. It is further submitted that the petitioners are entitled for all the benefits under Employees Provident Funds Scheme, 1948. As already mentioned above no evidence to the contrary is produced by the respondents thus the petitioners are entitled for the benefits as claimed as per demands no.7 and 8 in accordance with the laws applicable to the State of H.P. **Demands No. 9 and 10** It is submitted that the copy of the HP service Rules/Bye-laws has not been provided to the petitioners and no copy of Certified Standing Orders duly certified by Labour Commissioner

has provided. It is also asserted that the management had given fictional breaks to the petitioners so that they could not be completed 240 days without any notice towards the fictional breaks given to the petitioners deserves to be condoned. It is also alleged that respondents has engaged contractor from time to time with a view to deprive benefit of service benefits of petitioners and deprived them from their fundamental right for regularization. The above alleged facts have also remained uncontroverted as no pleadings and evidence led by the respondents No. 1 and 2. Considering the fact that the petitioners were given fictional breaks despite availability of the work it points towards unfair labour practice on the part of the respondents in order to prevent the petitioners from the benefits of continuous service and it is also incumbent upon the respondents to supply copy of certified standing orders applicable to their unit to the petitioners at the earliest. **Demand No. 11**, the petitioners has claimed that after having completed 8 or 7 years continuous service as per the policy of the State Government from time to time in favour of daily waged for regularization. The sum total of evidence which had been led before this court the petitioners have been employed by the respondents since the years 2000 and 2001 and thereafter they have continuously worked with the respondents. They carried out the work similar in nature to the regular employees however were deprived of the regular pay scale and the benefits of continuous service since date of their initial engagement. It is already discussed above that the petitioners shall deem to be in continuous service of the respondent on daily wage basis from the date of their engagement. In accordance with the above mentioned demands they are also entitled seniority and continuity in service from the date of their initial engagement and the regularization as per the policy of the State from the date of their juniors were regularized by the respondents. The petitioners are also entitled to compensation of Rs.1 lakh each for the unfair labour practice being followed by the respondents. Hence point no.1 is partly decided in the favour of the petitioners.

Relief

16. In view of my discussion on the point no. 1 above, the claim petition succeeds and is partly allowed. In addition to the demands mentioned above, the petitioners shall deem to be in continuous service of the respondents on daily wage basis from the date of their initial engagement. In accordance with the above mentioned demands they are also entitled to seniority and continuity in service from the date of their initial engagement and the regularization as per the policy of the State from the date of their juniors were regularized by the respondents. The petitioners are also entitled to compensation of Rs. 1 lakh each for the unfair labour practice being followed by the respondents. Parties are left to bear their costs.

17. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 13th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 101/2018

Date of Institution : 03.12.2018

Date of Decision : 24.5.2025

Shri Som Raj s/o Shri Duni Chand, r/o Village Tihal & P.O. Dhasoli, Tehsil Jawali, District Kangra, H.P. . . *Petitioner.*

Versus

1. The General Manager, Aveda Hotels & Resort, Head Office B.F.77, 1st Floor, Janakpuri, New Delhi-110 058.

2. The General Manager, Aveda Hotels & Resort, Head Office 3rd & 4th Floor, Jai Ambay, New Jahu Versova Link Road, Andheri (W) Mumbai-400 053.

3. The General Manager, Aveda Hotels & Kamal Palace Civil Lines, Jalandhar (Pb.).

4. Sh. Manoj Chaudhary alias Anand Kumar Chaudhary Humbada Road Ludhiana (Pb.)-141 007 . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner(s) : Smt. Pabna Sharma, Ld. Legal Aid Counsel

For Respondent(s) : Already *Ex parte*

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

"Whether termination of services of Shri Som Raj s/o Shri Duni Chand, r/o Village Tihal & P.O. Dhasoli, Tehsil Jawali, District Kangra, H.P. *w.e.f.* October, 2014 (as alleged by workman) by (i) The General Manager, Aveda Hotels & Resort, Head Office B.F.77, 1st Floor, Janakpuri, New Delhi-110 058, (ii) the General Manager, Aveda Hotels & Resort, Head Office 3rd & 4th Floor, Jai Ambay, New Jahu Versova Link Road, Andheri (W) Mumbai-400 053, (iii) the General Manager, Aveda Hotels & Kamal Palace Civil Lines, Jalandhar (Pb.) (iv) Sh. Manoj Chaudhary alias Anand Kumar Chaudhary Humbada Road Ludhiana (Pb.), 141 007, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation to the above worker is entitled to from the above employers/ Management?"

2. The brief facts as stated in the claim petition are that the petitioner was appointed as steward on regular basis in the year 2011 *i.e.* 2.5.2011 in Aveda Club HPCA Dharamshala, Tehsil Dharamshala, District Kangra, H.P. managed by the respondent company *i.e.* Aveda Hotels and Resorts. It is asserted that appointment letter was issued to the petitioner by respondent no. 4 Shri Anand K Chaudhary, Director-cum-Authorized Signatory, Aveda Hotels & Resorts Nirwana Club, Humbda Road, Ludhiana, Punjab. It is asserted that respondent i.e. Aveda Hotels and Resorts is a company which operates in hospitality industry having its chain of hotels in Jalandhar, Ludhiana, Mumbai, New Delhi and other various places and its headquarter at Mumbai Maharashtra. Respondent no.4 is one of the directors and authorized signatory of the said company. It is asserted that the petitioner worked in Aveda Club HPCA Dharamshala as steward and did other related works as per direction of the superiors with full zeal and devotion and as such there was no complaint against the work of petitioner. However in the month of October, 2014 *i.e.* 16.10.2014 petitioner was all of sudden asked to leave the job saying that his services were no longer required without any reason. Neither the termination notice of 30 days nor 30 days salary in lieu of notice period as per terms and conditions agreed upon by respondent no.1 was paid on behalf of respondent company. It is asserted that the petitioner has completed 240 days in every calendar month of year and dismissal/disengagement of petitioner in the year 2014 from job of steward was unfair, unjust, illegal, arbitrary, malafide and thus unconstitutional on the part of the respondents company branch styled as Aveda Club HPCA Dharamshala. It is asserted that the respondent employer under mistaken notion and ignorance of law terminated the service of petitioner in the year 2014 and thereafter petitioner continuously visited the office of the respondents at various places. Not only this the respondent had not paid salary for the months of August, September, October, 2014 to petitioner as well as bonus amount and provident fund was illegally withheld by the respondent. The respondent had given assurance to the petitioner with regard to adjustment and re-engagement in some other branches of the respondent company but all in vain. Thereafter petitioner moved an application qua his grievances before the Labour Inspector Dharamshala on 23.3.2015 and proceedings were initiated by Labour Inspector and notice was issued to the employer respondents but the respondent employer did not turn up and remained absent despite notice being served upon them. On 20.12.2015 the proceedings before the Labour Inspector were closed without any information of closing the proceedings being given to the applicant/petitioner despite his several visits to the Labour Inspector Office, thereafter the petitioner has moved an application under RTI Act for obtaining the record and the same was supplied to him. Aggrieved by the order of Labour Inspector the petitioner moved an application through registered post to Labour Commissioner at Shimla on 26.2.2016 but of no avail. Thereafter the petitioner had made various verbal requests by way of visiting number of times to Aveda Club HPCAA Dharamshala, H.P. and every time he (petitioner) was assured by the employer he would be re-engaged within a week. The petitioner had also requested officials of the Aveda Club to engage his services as was earlier, but he was put off on one pretext or the other however, his services were not reinstated and thereafter he was not allowed to enter the gate of hotel. It is alleged that the disengagement of the petitioner was without giving one month's prior notice was violation of Sections 25-F (b) and 25-F (c) of the Industrial Disputes Act without disclosing reason for termination and without seeking prior permission from the appropriate authority. The termination of the petitioner was without compliance of minimum requirement of natural justice was illegal, void ab-initio. The action of disengagement thus resulted in denying continuity of service and seniority therefore the verbal disengagement without given an opportunity of re-employment to the

petitioner was in violation of Section 25-H of the Industrial Disputes Act. It is prayed that the disengagement of petitioner from service in the year 2014 was illegal ab-initio as such may be quashed and set aside. The respondents may be directed to re-engage the petitioner in service with seniority and back wages till re-engagements and the benefits of continuity and all consequential benefits may be granted.

3. Petitioner Shri Som Raj in order to prove his case has produced on record affidavit Ext.PW1/A. He has also examined Shri Sunil Dutt by way of affidavit Ext. PW2/A. The petitioner has also examined Shri Roop Lal s/o Shri Nanak Chand by way of affidavit Ext. PW3/A along with copy of driving licence Ext. PW3/B.

4. It is pertinent to mention here that the respondent no. 3 was proceeded against ex parte on 1.8.2022. Thereafter, notices were issued to respondents no. 1 to 2 for their appearance before this court through publication in English Daily Hindu Newspaper on 31st July, 2023 and the case was further listed for appearance of respondents no. 1 and 2 for 25.9.2023. On 25.9.2023 they had not appeared before this court despite service hence they were proceeded against exparte. Thereafter notice was sent to respondent no.4 with regard to his appearance before this court on 6.11.2024 but the respondent no.4 had not appeared despite service and hence proceeded against exparte.

5. I have heard the learned Counsel for the petitioner at length and records perused.

6. The petitioner in order to prove his case has produced on record his affidavit wherein he has submitted that he was employed by the respondents as steward on 2.12.2011 and respondent no. 4 is authorized signatory of the respondents. He has produced on record documents Ext. P5 and Ext. P6 identity cards, bank pass book Ext. P1, notice from Labuor Inspector Ext. P2, Ext. P3, letter of Labour Commissioner directing Labour Inspector to take action Ext. P3, complaint Mark-X, appointment letter Mark-Y and EPF document Ext.P7. These documents clearly show that the petitioner was employed by Aveda Hotels HPCA *i.e.* respondents. Perusal of the case file show that the notices were issued to the respondents not only by labour department but also by this court despite having knowledge of proceeding respondents failed to appear nor controverted the contention raised in the claim petition as well as in affidavit filed on behalf of petitioner. The case of the petitioner is supported and corroborated from the statements of PW2 Shri Sunil Dutt and PW3 Shri Roop Lal. Both these witnesses has stated that they have known the petitioner last 14-15 years and he had worked with the Aveda Club HPCA as steward whenever there was cricket match he worked with the HPCA Aveda Club and they were duly appointed. The petitioner has worked with respondents from 2011 to 2014 and no complaint was ever received against him. On 16.10.2014 respondents had abruptly asked the petitioner to leave his job due to which the petitioner was shocked by surprised. No job termination notice was given to the petitioner neither any advance salary was paid. It was disclosed by the Manager of the respondent that they were shifting their business at Jalandhar (Pb.). Thereafter the respondents had not called the petitioner for work and whenever he requested for his salary he was returned from the gate of the respondents' office. Thereafter a complaint was moved by the petitioner before the Labour Inspector and thereafter before the Labour Commissioner from where the present reference was issued to this court.

7. There is sufficient evidence oral as well as documentary which points towards the employment of the petitioner with the respondents. The contention of the petitioner that he was abruptly thrown out of his job remained uncontroverted hence the act and conduct of the respondent was clear violation of the provisions of Sections 25-F, 25-G and 25-H of the Industrial

Disputes Act, 1947. In these circumstances the petitioner is held entitled for lump sum compensation of Rs.2 lakh from the respondents due to the hardship faced by him and the monetary loss caused to him consequent to the act and conduct of the respondents. The claim is accordingly allowed on the aforesaid terms.

8. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 494/2016

Date of Institution : 22.08.2016

Date of Decision : 24.05.2025

Shri Banarsi Dass s/o Shri Sant Ram, r/o Village Jheera, P.O. Tobba, Tehsil Sri Naina Deviji, District Bilaspur, H.P.

. . *Petitioner.*

Versus

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District Bilaspur, H.P. (Principal Employer) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No.1 : Proceeded exparte

For Respondent No.2 : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner:

> "Whether termination of services of Banarsi Dass s/o Shri Sant Ram, r/o Village Jheera, P.O. Tobba, Tehsil Shri Naina Deviji, District Bilaspur, H.P. *w.e.f.* 01-07-2012 by (i) the Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor), and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?"

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage Beldar with respondent no. 2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.11.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of 'Last Come First Go'. He alleged that he has worked for more than 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no.1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no. 1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no.1 with respondent no. 2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no. 1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical, V.P.O. Mojowal (Naya Nangal), Punjab and the same labour had worked under the said contractor. All the other averments made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no. 2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no. 2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.5.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no.2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no. 2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the

respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply *vide* letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 01-07-2012 is/was illegal and unjustified, as alleged? . . *OPP.*

2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . *OPP.*

3. Whether the claim petition is not maintainable, as alleged? . . *OPR.*

4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged ? . . *OPR1.*

5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? . . *OPR.*

Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition. He has also produced on record death certificates Ext. PW1/B and Ext. PW1/C.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 10.9.2024.

9. Respondent no. 2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of list of applicants Ext. RW1/D, copy of letter dated 29.1.2007 Ext. RW1/E, copy of notice inviting tender Ext. RW1/F, copy of letter dated 8.1.2014 Ext. RW1/G, copy of letter to KD Sharma Ext. RW1/H, copy of letter to respondent no.1 Ext. RW1/J, copy of letter to Vijay Kumar Ext. RW1/K, copy of letter to Vijay Kumar Ext. RW1/L and copy of letter to Ravinder Singh Ext. RW1/M.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	No
Issue No. 2	:	No
Issue No. 3	:	Yes
Issue No. 4	:	No
Issue No. 5	:	Yes
Relief	:	Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.11.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he was asked to produce his birth certificate, qualification and two passport size photos by the respondent No.2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no.2. The contract of respondent no.1 with respondent no. 2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no. 2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no.1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no. 2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no. 1 under the scheme of A/R and M/o Medium Lift Irrigation Project Changer Area from Anandpur Hydel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext. RW1/F and the letters Ext. RW1/E, Ext.RW1/G, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L and Ext.RW1/M also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2. Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no. 2 was solely on the petitioner. This fact has been denied and contested by respondent no. 2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no. 2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/D is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no. 2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

> "….The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same".

17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department i.e. respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no. 2. The record for payment being received directly by respondent no. 2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer i.e. respondent no. 2. The claim of petitioner against respondent no.1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In

these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

Issue No. 2

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no.2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.

Issue No. 3

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

Issue No. 4

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

Relief

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 98/2020

Date of Institution : 06.10.2020

Date of Decision : 24.05.2025

Smt. Sanju Devi w/o Shri Suresh, r/o Village Tikkri, P.O. Chauntra, Tehsil Jodinder Nagar, District Mandi, H.P. . . *Petitioner*.

Versus

The Divisional Forest Officer, Joginder Nagar Forest Division, Joginder Nagar, District Mandi, H.P. . . *Respondent*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:

> "Whether time to time termination of daily wages services of Smt. Sanju Devi w/o Shri Suresh, r/o Village Tikkri, P.O. Chauntra, Tehsil Joginder Nagar, District Mandi, H.P. during April, 2010 to February, 2020 and finally during March, 2020 by the Divisional Forest Officer, Joginder Nagar Forest Division, Joginder Nagar, District Mandi, H.P. without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that the applicant was engaged in the department of forest Division Joginder Nagar as beldar on daily wage basis in the month of December, 2006 at Chauntra nursery and thereafter she was engaged in field also. It is submitted that right from her initial engagement the department with a malafide and ulterior motive did not allow the applicant to complete 240 days in each calendar year and started giving fictional breaks time to time and finally terminated the services of the applicant on 29.2.2020 by verbal order. The action of department giving fictional breaks and disengaging the applicant with a view of not allowed to take the benefit of the Industrial Disputes Act and welfare of labourers is alleged to be illegal and void. It is also alleged that department of forest disengaging the services of the applicant in February, 2020 in violation of the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act. The persons junior to the petitioner such as Nag Rana, Jagdish Chand, Gujru Ram and Nirmala Devi remained in continuous service and were also regularized. Department also engaged fresh hands however the petitioner was given fictional breaks and her services were dispensed within short span of time despite availability of work. The conduct of the respondent is alleged to be unfair labour practice on their part. It is further submitted that from Section 25-B of the Industrial Disputes Act it is clear that any interruption in service on account of cessation of work not due to fault of workman has to be counted towards continuous service. In the instant case non issuance of muster roll in favour of the applicant and engagement of new persons in place of the applicant despite availability of the work cannot be attributed as fault on the part of the applicant. Applicant was serving the department to the best of his ability and the respondent is alleged to have violated the specific provisions of the Industrial Disputes Act. It is prayed that

claim may be allowed and the petitioner may be re-engaged in his services and fictional breaks given in the services of the petitioner may be counted for the purpose of seniority and continuity of her services and other consequential benefits.

3. In reply to the claim petition preliminary objections qua maintainability and locus standi have been raised. On merits, it is submitted that the petitioner has worked intermittently with the department since April, 2010 and not from 2006 as per availability of funds and work. Petitioner worked till March, 2020 with only 16 days during March, 2020. The averment of petitioner that she was given opportunity to work on bill basis after 29.2.2020 but the petitioner remained away during calendar year for 2014 to 2018 without any information. It is further submitted that petitioner worked till March, 20 with 16 days on the availability of work and fund on closing of financial year and not till 29.9.2020. After closure of financial year there was Covid-19 pandemic hence no labourer was engaged in the Range. Thus the name of junior mentioned in para no.7 of the claim petition are concerned the mode on engagement and appointment is different from the claimant. Such as compassionate appointee and muster roll worked daily wager who have completed 240 days. The claimant has however engaged on short term basis on credit voucher basis as such there was no violation of the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act. It is asserted that applicant/claimant has no locus standi and there has not been any violation of the Industrial Disputes Act by the respondent. It is prayed that the averment made by the claimant in the claim was wrong. The petitioner claimant being short term seasonal worker on the availability of work and funds is not entitled for the relief as claimed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether time to time termination of services of the petitioner during April, 2010 to February, 2020 and finally during March, 2020 by the respondent is illegal and unjustified, as alleged? . . *OPP*.

2. If issue no.1 is proved in affirmative, to what relief, the petitioner is entitled to? . . *OPP*.

3. Whether the claim petition is not maintainable, as alleged? . . *OPR*.

4. Whether the petitioner has no locus standi to file the present case, as alleged? . . *OPR*.

Relief

6. The petitioner in order to prove her case has produced on record her affidavit Ext.PW1/A wherein she has reiterated the facts stated in the claim petition.

7. Respondent on the other hand has examined Shri Kamal Bharti, Divisional Forest Officer, Forest Division, Joginder Nagar, District Mandi by way of affidavit Ext. RW1/A. He has also produced on record copy of bills Ext. R1 to Ext. R18, copy of letter dated 20.10.2001 Ext. R19, copy of notification dated 23.4.2009 Ext. R20, copy of addendum dated 9.11.2020 Ext. R21 and copy of mandays chart Ext. R22 in evidence.

8. I have heard the learned AR/Counsel for the petitioner as well as learned Deputy District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Partly Yes
Issue No. 2	:	Decided accordingly
Issue No. 3	:	No
Issue No. 4	:	No
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The petitioner has stated in her affidavit produced before this court that she was engaged as daily wager forest worker in December, 2006. Contrary to this RW1 Shri Kamal Bharti has mentioned in his affidavit that the petitioner was actually engaged in the month of April, 2010 to March, 2020 on bill basis only. The petitioner in her cross-examination has admitted that she has not produced any account detail in order to show that she was engaged by the respondent in the year 2006. Respondent however clearly admitted that petitioner was engaged though on bill basis from April, 2010. Perusal of the reference also shows that the reference has been made with respect to time to time disengagement and final termination of the petitioner *w.e.f.* April, 2010 till April, 2020. For the purpose of present adjudication and after perusing pleadings of the parties as well as evidence it is established that the initial date of engagement of the petitioner which have been proved from the evidence is April, 2010. Petitioner has denied that she was ever engaged on bill basis. According to her she was engaged on daily wage basis. She has denied that the work of forest department is seasonal and asserted that it is carried throughout the year. She also denied that she has visited to the work of her own free will and has not worked with the department from 2014 to 2018. She has also denied that she was not made regular because she had worked on bill basis and worked for few months between 2010 to 2014 and May, 2018 to March, 2020. She has denied that the case has been filed by her on wrong facts. Considering the case of the petitioner it is important to peruse cross-examination of RW1 Shri Kamal Bharti. He has denied that the petitioner was engaged as daily wage worker w.e.f. December, 2006 but it is an admitted fact that she was engaged in April, 2010. On the one hand he has specifically stated that the petitioner was engaged on bill basis however in his cross-examination he has admitted as correct that no quotation submitted by the petitioner have been produced by the respondent by way of evidence. During the course of his cross-examination he also admitted that no agreement to engage the petitioner on bill basis was ever entered between the parties. He also denied that petitioner never gave her willingness in writing to work with the department on bill basis. According to him the quotation submitted by petitioner will be treated as her willingness. As admitted the respondent has withheld the so-called quotation submitted by the petitioner which would have pointed towards her willingness as well as knowledge that she rendered her work on bill basis. It is admitted that no advertisement was issued calling for quotation to work on bill basis. It is also admitted that no quotation submitted by the petitioner have been produced on record. He admitted that bills Ext. R2 and R18 were prepared by the official of the department and if the bills were submitted by some

other persons should have been signed by the said person. He has admitted that no document is placed on record regarding the work executed in Ext. R2 to Ext. R6 and Ext. R8 to Ext. R15.

11. It is the contention of the respondent also stated on oath by RW1 Shri Kamal Bharti that petitioner was merely a seasonal worker who used to visit the department out of her own free will and the department time to time allotted to her the work which was dependent upon the availability of work and funds. RW1 however has admitted that there is no notification issued by the department regarding the work of the department being seasonal in nature though there is specific particular kind of work done in the specific period of year. He has also admitted that petitioner has left the job at her own sweet will. The respondent never issued any notice to the petitioner in this regard. The above evidence points towards the facts that the contention of the respondent regarding wilful abandonment of the work by the petitioner is without any base and there is no documentary proof of the same. It is admitted by RW1 Shri Kamal Bharti that after 2020 the work is available in the department and it is being carried out by other persons. Despite this admission no reason has been cited by respondent for disengaging the petitioner and not offering her work in the department. Respondent has produced on record certain bill basis work pertaining to the petitioner in the year 2010, 2011, 2012, 2013, 2019 and 2020. The mandays chart of the petitioner has also been produced on record as Ext. R22. A careful perusal of document Ext. R1 which shows that the work being done by the petitioner on bill basis and the corresponding mandays *vide* Ext. R22 are not compatible with each other. As per Ext. R1 the petitioner is shown to have worked only for three months in the year 2012 on bill basis while mandays chart Ext. R22 described that petitioner had worked for six months in the same year. The above discrepancy between the document produced by the respondent shows that correct and accurate records of the work undertaken by the respondent from petitioner has not been produced before this court. The petitioner has asserted that she had worked on daily wage basis however the bills which have been produced on record are not pertaining to any quotation submitted by the petitioner and admittedly bills are produced by the official of the forest department. Learned Counsel for the petitioner has relied upon the decision of the Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No. 789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

> "5. It is not in dispute that the petitioner is serving with the respondents-Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of "bill basis" but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
>
> 6. This Court of the considered view that the distinction, which is now being created by the respondents-Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India".

12. The conduct of the respondent in the present case shows and that despite of availability of work from 2010 to 2020 and thereafter the respondent has deliberately provided fictional breaks to the petitioner and did not allow her to complete the requisite mandays so as to entitle her for the benefits of continuous service. RW1 has admitted in his cross-examination that the other workers working in the field have also been regularized. According to him these workers have completed criteria of 240 days continuous service. Section 25-B of the Industrial Disputes Act clearly exempts

the workers who have not been able to complete requisite period of continuous without any fault on their part. In the present case also the petitioner was deliberately not allowed to complete continuous period of 240 days in a calendar year and there is nothing on record to show that she had abandoned the work out of her own free will. In these circumstances the time to time termination of the services of the petitioner from the year 2010 to February, 2020 and final termination in March, 2020 by the respondent is illegal and unjustified. Issue no. 1 is partly decided in the favour of hte petitioner.

Issue No. 2

13. It has discussed in detail while deciding issued no. 1 above that the petitioner was proved to have engaged in April, 2010 till March, 2020. In between breaks given in the services of the petitioner were not any kind of fault of the petitioner and non availability of work and funds as the other workers have been continuously employed by the respondent. Since the time to time breaks in service and final termination in March, 2020 is illegal, the petitioner is held entitled for the benefits of continuous service from April, 2010 till the date of her termination. She is entitled for re-engagement along with the seniority and continuity in service from the date of her initial engagement i.e. April, 2010. In addition to it the petitioner is also entitled to compensation of Rs.1 lakh for unfair labour practice as well as on account of back wages. Hence this issue is decided accordingly.

Issues No. 3 and 4

14. The onus of proving these issues was on the respondent. The respondent claimed that petitioner had no locus standi to file the claim as she had not completed continuous service entitling her for the benefits of Section 25-F, 25-G and 25-H of the Industrial Disputes Act. It is proved that the time to time termination of services of the petitioner and final termination was on account of the act and conduct of the respondent which amounted to unfair labour practices on their part. The petitioner being worker was entitled to file the present claim. Accordingly issues no. 3 and 4 are decided in the favour of the petitioner.

Relief

15. In view of my discussion on the issues no. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for re-engagement along with the seniority (considering initial engagement on daily wage basis) and continuity in service from the date of her initial engagement *i.e.* April, 2010. In addition to it, the petitioner is also entitled compensation of Rs.1 lakh for unfair labour practice as well as on account of back wages. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 96/2020

Date of Institution : 06.10.2020

Date of Decision : 24.05.2025

Smt. Beena Devi w/o Shri Sanjeet Kumar, r/o Village Tikkri, P.O. Chauntra, Tehsil Jodinder Nagar, District Mandi, H.P. . . *Petitioner.*

Versus

The Divisional Forest Officer, Joginder Nagar Forest Division, Joginder Nagar, District Mandi, H.P. . . *Respondent*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. B.C. Katoch, Ld. Dy. D.A.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:

> "Whether time to time termination of daily wages services of Smt. Beena Devi w/o Shri Sanjeet Kumar, r/o Village Tikkri, P.O. Chauntra, Tehsil Joginder Nagar, District Mandi, H.P. during May, 2010 to February, 2020 and finally during March, 2020 by the Divisional Forest Officer, Joginder Nagar Forest Division, Joginder Nagar, District Mandi, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that the applicant was engaged in the department of forest Division Joginder Nagar as beldar on daily wage basis in the month of January, 2006 at Chauntra nursery and thereafter she was engaged in field also. It is submitted that right from her initial engagement the department with a malafide and ulterior motive did not allow the applicant to complete 240 days in each calendar year and started giving fictional breaks time to time and finally terminated the services of the applicant on 24.2.2020 by verbal order. The action of department giving fictional breaks and disengaging the applicant with a view of not allowed to take the benefit of the Industrial Disputes Act and welfare of labourers is alleged to be illegal and void. It is also alleged that department of forest disengaging the services of the applicant in February, 2020 in violation of the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act. The persons junior to the petitioner such as Nag Rana, Jagdish Chand, Gujru Ram and Nirmala Devi remained in continuous service and were also regularized. Department also engaged fresh hands however the petitioner was given fictional breaks and her services were dispensed within short span of time despite availability of work. The conduct of the respondent is alleged to be unfair

labour practice on their part. It is further submitted that from Section 25-B of the Industrial Disputes Act it is clear that any interruption in service on account of cessation of work not due to fault of workman has to be counted towards continuous service. In the instant case non issuance of muster roll in favour of the applicant and engagement of new persons in place of the applicant despite availability of the work cannot be attributed as fault on the part of the applicant. Applicant was serving the department to the best of his ability and the respondent is alleged to have violated the specific provisions of the Industrial Disputes Act. It is prayed that claim may be allowed and the petitioner may be re-engaged in his services and fictional breaks given in the services of the petitioner may be counted for the purpose of seniority and continuity of her services and other consequential benefits.

3. In reply to the claim petition preliminary objections qua maintainability and locus standi have been raised. On merits, it is submitted that the petitioner has worked intermittently with the department since April, 2010 and not from 2006 as per availability of funds and work. Petitioner worked till March, 2020 with only 16 days during March, 2020. The averment of petitioner that she was given opportunity to work on bill basis after 29.2.2020 but the petitioner remained away during calendar year for 2017 and 2019 without any information. It is further submitted that petitioner worked till March, 20 with 16 days on the availability of work and fund on closing of financial year and not till 29.9.2020. After closure of financial year there was Covid-19 pandemic hence no labourer was engaged in the Range. Thus the name of junior mentioned in para no.7 of the claim petition are concerned the mode on engagement and appointment is different from the claimant. Such as compassionate appointee and muster roll worked daily wager who have completed 240 days. The claimant has however engaged on short term basis on credit voucher basis as such there was no violation of the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act. It is asserted that applicant/claimant has no locus standi and there has not been any violation of the Industrial Disputes Act by the respondent. It is prayed that the averment made by the claimant in the claim was wrong. The petitioner claimant being short term seasonal worker on the availability of work and funds is not entitled for the relief as claimed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether time to time termination of services of the petitioner during May, 2010 to February, 2020 and finally during March, 2020 by the respondent is illegal and unjustified, as alleged? . . *OPP*.

2. If issue no.1 is proved in affirmative, to what relief, the petitioner is entitled to? . . *OPP*.

3. Whether the claim petition is not maintainable, as alleged? . . *OPR*.

4. Whether the petitioner has no locus standi to file the present case, as alleged? . . *OPR*.

Relief

6. The petitioner in order to prove her case has produced on record her affidavit Ext.PW1/A wherein she has reiterated the facts stated in the claim petition.

7. Respondent on the other hand has examined Shri Kamal Bharti, Divisional Forest Officer, Forest Division, Joginder Nagar, District Mandi by way of affidavit Ext. RW1/A. He has also produced on record copy of bills Ext. R1 to Ext. R28, copy of letter dated 20.10.2001 Ext. R29, copy of notification dated 23.4.2009 Ext. R30, copy of addendum dated 9.11.2020 Ext. R31 and copy of mandays chart Ext. R32 in evidence.

8. I have heard the learned AR/Counsel for the petitioner as well as learned Deputy District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Partly Yes
Issue No. 2	:	Decided accordingly
Issue No. 3	:	No
Issue No. 4	:	No
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The petitioner has stated in her affidavit produced before this court that she was engaged as daily wager forest worker in January, 2006. Contrary to this RW1 Shri Kamal Bharti has mentioned in his affidavit that the petitioner was actually engaged in the month of May, 2010 to March, 2020 on bill basis only. The petitioner in her cross-examination has admitted that she has not produced any account detail in order to show that she was engaged by the respondent in the year 2006. Respondent however clearly admitted that petitioner was engaged though on bill basis from May, 2010. Perusal of the reference also shows that the reference has been made with respect to time to time disengagement and final termination of the petitioner w.e.f. May, 2010 till February, 2020. For the purpose of present adjudication and after perusing pleadings of the parties as well as evidence it is established that the initial date of engagement of the petitioner which have been proved from the evidence is May, 2010. Petitioner has denied that she was ever engaged on bill basis. According to her she was engaged on daily wage basis. She has denied that the work of forest department is seasonal and asserted that it is carried throughout the year. She also denied that she has visited to the work of her own free will and has not worked with the department from 2014 to 2018. She has also denied that she was not made regular because she had worked on bill basis and worked for few months between 2010 to 2014 and May, 2018 to March, 2020. She has denied that the case has been filed by her on wrong facts. Considering the case of the petitioner it is important to peruse cross-examination of RW1 Shri Kamal Bharti. He has denied that the petitioner was engaged as daily wage worker *w.e.f.* December, 2006 but it is an admitted fact that she was engaged in April, 2010. On the one hand he has specifically stated that the petitioner was engaged on bill basis however in his cross-examination he has admitted as correct that no quotation submitted by the petitioner have been produced by the respondent by way of evidence. During the course of his cross-examination he also admitted that no agreement to engage the petitioner on bill basis was ever entered between the parties. He also denied that petitioner never gave her willingness in writing to work with the department on bill basis. According to him the quotation

submitted by petitioner will be treated as her willingness. As admitted the respondent has withheld the so-called quotation submitted by the petitioner which would have pointed towards her willingness as well as knowledge that she rendered her work on bill basis. It is admitted that no advertisement was issued calling for quotation to work on bill basis. It is also admitted that no quotation submitted by the petitioner have been produced on record. He admitted that bills Ext. R2 to R18 were prepared by the official of the department and if the bills were submitted by some other persons should have been signed by the said person. He has admitted that no document is placed on record regarding the work executed in Ext. R2 to Ext. R6 and Ext. R8 to Ext. R15.

11. It is the contention of the respondent also stated on oath by RW1 Shri Kamal Bharti that petitioner was merely a seasonal worker who used to visit the department out of her own free will and the department time to time allotted to her the work which was dependent upon the availability of work and funds. RW1 however has admitted that there is no notification issued by the department regarding the work of the department is seasonal in nature though there is specific particular kind of work in the specific period of year. He has also admitted that petitioner has left the job at her own sweet will. The respondent never issued any notice to the petitioner in this regard. The above evidence points towards the facts that the contention of the respondent regarding wilful abandonment of the work by the petitioner is without any base and there is no documentary proof of the same. It is admitted by RW1 Shri Kamal Bharti that after 2020 the work is available in the department and it is being carried out by other persons. Despite this admission no reason has been cited by respondent for disengaging the petitioner and not offering her work in the department. Respondent has produced on record certain bill basis work pertaining to the petitioner in the year 2010, 2011, 2012, 2013, 2019 and 2020. The mandays chart of the petitioner has also been produced on record as Ext. R32. A careful perusal of document Ext. R1 which shows that the work being done by the petitioner on bill basis and the corresponding mandays vide Ext. R32 are not compatible with each other. As per Ext. R1 the petitioner is shown to have worked for seven months in the year 2013 on bill basis while mandays chart Ext. R32 described that petitioner had worked for nine months in the same year. The above discrepancy between the document produced by the respondent shows that correct and accurate records of the work undertaken by the respondent from petitioner has not been produced before this court. The petitioner has asserted that she has worked on daily wage basis however the bills which have been produced on record are not pertaining to any quotation submitted by the petitioner and admittedly bills are produced by the official of the forest department. Learned Counsel for the petitioner has relied upon the decision of the Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No.789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

> "5. It is not in dispute that the petitioner is serving with the respondents-Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of "bill basis" but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
>
> 6. This Court of the considered view that the distinction, which is now being created by the respondents-Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India".

12. The conduct of the respondent in the present case shows and that despite of availability of work from 2010 to 2020 and thereafter the respondent has deliberately provided fictional breaks to the petitioner and did not allow her to complete the requisite mandays so as to entitle her for the benefits of continuous service. RW1 has admitted in his cross-examination that the other workers working in the field have also been regularized. According to him these workers have completed criteria of 240 days continuous service. Section 25-B of the Industrial Disputes Act clearly exempts the workers who have not been able to complete requisite period of continuous without any fault on their part. In the present case also the petitioner was deliberately not allowed to complete continuous period of 240 days in a calendar year and there is nothing on record to show that she had abandoned the work out of her own free will. In these circumstances the time to time termination of the services of the petitioner from the year 2010 to February, 2020 and final termination in March, 2020 by the respondent is illegal and unjustified. Issue no.1 is partly decided in the favour of hte petitioner.

Issue No. 2

13. It has discussed in detail while deciding issued no.1 above that the petitioner was proved to have engaged in May, 2010 till March, 2020. In between breaks given in the services of the petitioner were not any kind of fault of the petitioner and non availability of work and funds as the other workers have been continuously employed by the respondent. Since the time to time breaks in service and final termination in March, 2020 is illegal, the petitioner is held entitled for the benefits of continuous service from April, 2010 till the date of her termination. She is entitled for re-engagement along with the seniority and continuity in service from the date of her initial engagement i.e. May, 2010. In addition to it the petitioner is also entitled to compensation of Rs.1 lakh for unfair labour practice as well as on account of back wages. Hence this issue is decided accordingly.

Issues No. 3 and 4

14. The onus of proving these issues was on the respondent. The respondent claimed that petitioner had no locus standi to file the claim as she had not completed continuous service entitling her for the benefits of Section 25-F, 25-G and 25-H of the Industrial Disputes Act. It is proved that the time to time termination of services of the petitioner and final termination was on account of the act and conduct of the respondent which amounted to unfair labour practices on their part. The petitioner being worker was entitled to file the present claim. Accordingly issues no. 3 and 4 are decided in the favour of the petitioner.

Relief

15. In view of my discussion on the issues no. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for re-engagement along with the seniority (considering initial engagement on daily wage basis) and continuity in service from the date of her initial engagement i.e. May, 2010. In addition to it, the petitioner is also entitled compensation of Rs.1 lakh for unfair labour practice as well as on account of back wages. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 24th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 318/2015

Date of Institution : 16.7.2015

Date of Decision : 30.5.2025

Shri Ashwani Joshi, General Secretary, M/s Bectors Food Specialties Workers Union, Tahliwal, Tehsil Haroli, District Una, H.P. . . *Petitioner*.

Versus

The Managing Director, M/s Bectors Food Specialties Ltd., Plot No.13, Industrial Area 1 & 2, Tahliwal, District Una, H.P. . . *Respondent*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Sandeep Kumar, Ld. Adv.

For Respondent : Sh. Sanjeev Gupta, Ld. Adv.

AWARD

The following reference has been received by this court for adjudication by the appropriate Authority/Deputy Labour Commissioner:

> "Whether the termination of services of Shri Ashwani Joshi, General Secretary, M/S Bectors Food Specialties Workers Union, Tahliwal, Tehsil Haroli, District Una, H.P. by the Managing Director, M/s Bectors Food Specialties Ltd., Plot No. 13, Industrial Area 1 & 2, Tahliwal, District Una, H.P. *w.e.f.* 28.01.2013 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of consequential service benefits, back wages and amount of compensation the above workman is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that petitioner had joined as Mazdoor *w.e.f.* 9.5.2009 with the respondent and promoted as Supervisor *w.e.f.* 1.8.2009 and he continuously worked till 21.5.2012 and he was placed under suspension on false and frivolous charges on 22.5.2012. The charge-sheet was framed and the same was replied by him. It asserted that the

inquiry was held in crude manner and no show cause notice or any termination orders were passed till 15.4.2013 and thereafter union had served demand notice. It is asserted that on 5.6.2013 conciliation proceedings of settlement was arrived between the union and management wherein management had agreed to re-instate him in service and also agreed to pay wages within 10 days but of no avail. It is asserted that once settlement was arrived before the conciliation officer the same is bound upon the parties for all times to come and till it is not replaced by award or a new settlement is not signed by the parties to the dispute as required under Section 19(6) of the Industrial Disputes Act, 1947. It is alleged that the conciliation officer instead of settlement had submitted the failure conciliation report to the Government. It is asserted that according to the settlement the claimant/petitioner had to be paid full wages *w.e.f.* 22.5.2012 to 6.6.2013 as well as difference of wages *w.e.f.* 7.6.2013. It is further asserted that the settlement was binding on settlement under Section 18 of the Industrial Disputes Act. It is alleged that the management had indulged in unfair labour practice and the career of the claimant/petitioner had been ruined at the hands of the management. In the light of above, the termination of claimant/petitioner from service was unlawful, void and bad in the eyes of law and it is prayed that the claimant/petitioner be held entitled for full back wages for unnecessarily dragging him to this court.

3. In reply on behalf of the management company it is asserted that the petitioner had joined as supervisor under Service Card No. 6716 in the factory from the very beginning but he was suspended with immediate effect on 22.5.2012 due to the reason that he had indulged in grave and most serious misconduct. The suspension decision of the management was correct as the petitioner was found guilty of charges against him in the enquiry. It is submitted that the charge-sheet dated 13.6.2012 was framed against the misconduct of the petitioner and he (petitioner) had submitted a baseless and wrong reply the charge sheet. It is alleged that the inquiry officer held the enquiry properly whereas petitioner was found guilty and charges stand proved against him and a such his termination from service was rightly done on 28.1.2013. However the respondent had considered the request made by the petitioner vide application dated 1.2.2013 with regard to reinstatement of the service of petitioner keeping in view his family circumstances and his undertaking not to repeat such guilt and work with due devotion and honestly hence his services were reinstated under new Service Card No. 20365 and such according his undertaking first demand of the union was accepted by the management on 5.6.2013. It is asserted that the petitioner is not entitled to any wages as alleged due to the reason that the charge framed against him stand proved during the enquiry and thereafter his services were terminated. It is asserted that the petitioner neither the petitioner had given undertaking with regard to serving anywhere during the suspension period nor he marked his presence in the office of the company enabling him to get the subsistence allowance. During the pendency of the enquiry the petitioner was paid a sum of Rs.7000/- as allowance. It is asserted that the since the petitioner was found guilty of the charges his services were terminated hence he is not entitled to any wages for the alleged period. It is asserted the reinstatement of service is on the basis of undertaking and keeping in view his domestic circumstances therefore Industrial Disputes Act is not attracted in the present case. It is prayed that the petition deserves to be dismissed.

4. No rejoinder was filed on behalf of the petitioner.

5. On the basis of the pleadings of the parties, the specific issue regarding to the proceedings were framed as follows:—

1. Whether termination of the services of the petitioner by the respondent *w.e.f.* 28.01.2013 is/was improper and unjustified as alleged? . . *OPP*.

2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . *OPP*.

Relief

6. During the course of arguments it appears that essential issue between the parties regarding legality of the enquiry had not been framed. With the consent of both the parties and vide separate statements of learned counsel for both the parties the issue no.1 was framed on 07.12.2024 as follows:—

1A. Whether the inquiry conducted by the respondent through Inquiry Officer was just, fair and in accordance with the principles of natural justice? . . *OPR*.

2. Relief

7. Petitioner in order to prove his case has examined himself by way of affidavit Ext. PW1/A wherein he has reiterated the facts as stated in the claim.

8. Respondent in order to prove their case had examined Shri Anish J.P., Advocate, Una as RW1 and he has produced on record documents *i.e.* notice dated 29.8.2012 Ext. RW1/A, proceedings regarding domestic inquiry Ext. RW1/B (pages 1 and 2) and enquiry report dated 29.12.2012 Ext. RW1/C. The respondent has also examined Shri Ravi Kumar by way of affidavit Ext.RW2/A. He has also produced on record documents photocopy of Ext. Ext.RW2/B wherein his signatures mentioned in red circle. Respondent has also examined one Shri Raj Bir Singh, Factory Manager, Technical Unit by way of affidavit Ext. RW3/A. He has also produced on record letter dted 1.2.2013 Ext. RW3/B, report submitted by N.K. Sharma, Ext. RW3/C, appointment letter of Enquiry Officer dated 20.08.2012 Ext. RW3/D, postal receipt Ext. RW3/E and letter dated 6.1.2013 Ext. RW3/F.

9. I have heard the learned Counsel for both the parties at length and records perused.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Yes
Issue No. 1A	:	Yes
Issue No. 2	:	Decided accordingly
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 1A

11. The issues no.1 and 1A shall be taken up together for the purpose of adjudication.

12. The petitioner has alleged in his affidavit that he was continuously employed till 21.5.2012 and he was placed under suspension on false and frivolous charges. He alleges that the inquiry was held in crude manner as no show cause notice was issued to him. He has also stated that a settlement reached between the union of the workers and the management on 5.6.2013 whereby the management had agreed to reinstate his services. This settlement was never implemented and he has prayed that he is entitled for the difference of wages less paid to him w.e.f.

22.5.2012 to 6.6.2013. He also alleges that it is complete case of non implementation of settlement on 5.6.2013.

13. It is pertinent to mention here that reference has been made to this court by appropriate authority specifically regarding the question of termination of petitioner by the respondent *w.e.f.* 28.1.2013 without complying with the provisions of the Industrial Disputes Act, 1947. Section 2 (oo) of the Industrial Disputes Act, 1947 defines retrenchment as follows:—

> "(oo)["retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include -*[Inserted by Act 43 of 1953, Section 2 (w.e.f. 24.10.1953).]*
>
> (a) voluntary retirement of the workman; or
>
> (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or]"

14. The contention raised by the respondent is that the petitioner was suspended on the charges of serious misconduct specifically after conducting inquiry he was found guilty of charges framed against him and accordingly his services were terminated rightly carried out on 28.1.2013. In the light of reference made to this court it is pertinent to discuss whether the termination conducted on the basis of enquiry was reasonable or not. The petitioner has alleged in his deposition that charges against him are false and frivolous, he was not cross-examined by prosecuting officer and his statement is recorded at the first instance instead of recording the evidence of respondent management. He asserts his right to cross-examining the management witness was snatched and second show cause before termination was not delivered to him. In his cross-examination the petitioner however admits that he received the copy of charge sheet by post and domestic inquiry qua his misconduct was carried out by the respondent. He admits that his statement was recorded by Inquiry Officer though he asserts that he intended to examine one Shri Satish Kumar but he was not allowed to do so. He had not given any such request in writing to the Inquiry Officer. With regard to specific allegations made by the petitioner qua the conduct of inquiry the respondent has examined Shri Anish J.P., Advocate who has produced on record the inquiry report dated 29.12.2012 Ext. RW1/C. He has denied in his cross-examination that he had relied on the oral evidence of respondent. He has stated that cross-examination of witnesses was recorded at page no.14 to 16. In the inquiry proceedings Kesari Dass and Rajbir Singh were duly examined by the respondent. The inquiry report and proceedings on the record also show that all the necessary documents were supplied to the petitioner and no written arguments produced on behalf either of the parties. No specific question has posed to the Inquiry Officer in his cross-examination suggesting that while conducting the inquiry the Inquiry Officer has not followed the due process or has not conducted inquiry in accordance with the principle of natural justice. RW2 Shri Ravi Kumar has deposed that on 28.1.2013 he was directed to deliver the termination letter to the petitioner which the petitioner refused to accept. RW3 Shri Rajbir Singh has also deposed that chargesheet was issued to petitioner on 13.6.2012 and replied by petitioner on 16.6.2012. The letter dated 20.8.2012 was issued by post. The report of inquiry was received by the management on 29.12.2012 and on 9.1.2013 report of Inquiry Officer was sent to the petitioner calling for his comments. The comments were not communicated within stipulated time hence order of termination was post. He further states that petitioner refused to receive termination letter regarding which the postal receipt dated 21.8.2012 Ext. RW3/E and letter dated 6.1.2013 is Ext. RW3/F. Perusal of the inquiry proceedings also show that all documents were duly supplied to the petitioner. The witnesses were cross-examined by the petitioner himself. Nothing appeared from

the cross-examination of Inquiry Officer that he had not conducted the inquiry in accordance with the procedure established by law.

15. It is however submitted by the respondent that on 1.2.2013 admittedly petitioner wrote a letter Ext. R6 which shows that petitioner was aware of the inquiry report. In this letter the petitioner has prayed for his reinstatement and also assured that in future he shall work with honesty and shall not give any opportunity of complaint to the management. This letter also shows that it was written after the conclusion of the inquiry against the petitioner.

16. RW3 Shri Rajbir Singh has however admitted in his cross-examination that vide settlement Mark Px which was carried out between union of the workers and the management, the management agreed to reinstate the services of the petitioner on 7.6.2013. This admission clearly implies that termination was made infructuous. This witness has not replied in affirmative to the question that a fresh appointment was given to the petitioner nor the respondent has produced any document for fresh appointment in relation to the petitioner. In these circumstances it cannot be held that petitioner was terminated in consequence to the inquiry report by way of disciplinary action. No doubt the inquiry is proved to be legal and valid and in accordance with due process of law however the consequences of the inquiry were never given effect by the management. As already mentioned above, the management has terminated the services of the petitioner pursuant to a settlement between the parties. Section 11(A) of the Industrial Disputes Act, 1947 as follows:—

> "[11A. Powers of Labour Courts, Tribunals and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen.—Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require: Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.]"

17. In the circumstances to the present case also there is nothing on record to show that the services of the petitioner were finally terminated by the respondent on the conclusion of inquiry against him. Thus the contention of the respondent that the petitioner was terminated on 28.1.2013 as consequence of disciplinary inquiry does not appear to be sustainable. It has been pleaded on behalf of the petitioner that after his reinstatement his previous dues were not paid by respondent Once it has been established that petitioner was duly reinstated on his job it was not legal on the part of the respondent to deny the benefits of the services of the petitioner. In these circumstances the alleged termination of the petitioner on 28.1.2013 is illegal and not in accordance with the provisions of the Industrial Disputes Act, 1947. Accordingly Issues No.1 and 1A are accordingly decided.

Issue No. 2

18. It has been discussed above in detail that though the respondent conducted legal and valid inquiry proceedings against the petitioner however the services of the petitioner after the order of termination were duly reinstated and as per settlement Mark-Px the respondent was also ready to pay his dues. The reinstatement was not subject to any condition nor there is any evidence of fresh employment of the petitioner denying him the benefit of his previous continuous service. In

these circumstances the petitioner is entitled to all the monetary service benefits considering his initial date of employment w.e.f. 9.5.2009. He is entitled for back wages i.e. full back wages from period 22.5.2012 till 6.6.2013. Hence this issue is decided accordingly.

Relief

19. In view of my discussion on the issues above, the claim petition succeeds and is partly allowed. The reinstatement was not subject to any condition nor there is any evidence of fresh employment of the petitioner denying him the benefit of his previous continuous service. The petitioner is entitled to all the monetary service benefits considering his initial date of employment *w.e.f.* 9.5.2009. He is entitled for back wages *i.e.* full back wages from period 22.5.2012 till 6.6.2013. Parties are left to bear their costs.

20. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 46/2022

Date of Institution : 22.2.2020

Date of Decision : 30.5.2025

Shri Subham s/o Shri Subhash Chand, r/o Ward No. 8, Village & Post Office Santokhgarh, Tehsil Haroli, District Una, H.P. . . *Petitioner*.

Versus

The Chairman/Principal, Sri Sanatan Dharm Public Senior Secondary School, Santokhgarh, Tehsil Haroli, District Una, H.P. . . *Respondent*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

For the Respondent : Sh. Gaurav Chaudhary, Ld. Adv.

AWARD

This is a claim petition under Section 2-A (2) of the Industrial Disputes Act, 1947 filed directly before this court after completion of mandatory period of 45 days of filing of dispute before the Conciliation Officer.

2. The brief facts as stated in the claim petition are that the applicant was engaged by the respondent as conductor on 31.5.2017 without any appointment letter or agreement and he (applicant) continuously worked with the respondent without any break upto 28.2.2018. During above said period the work and conduct of the petitioner was fully satisfactory and the applicant had not given any chance for any alleged misconduct to the management institution. It is asserted that at the time of appointment of the applicant the respondent had paid monthly salary to him only Rs. 4000/- per month instead of Minimum Wages Act, 1948. The applicant had come to know from reliable sources from the office of Labour Inspector Una with regard to the wages of conductor (skilled category) is higher and then the applicant had approached the Principal of respondent institution in the month of February, 2018 to pay him wages under the Motor Vehicle Transport Act as per minimum wages fixed by the labour department of H.P. but his request was not accepted by the respondent and the applicant was not allowed to work in the institution *w.e.f.* 1.3.2018. On 1.3.2018 the services of the applicant were terminated by the respondent without giving him show cause notice against his alleged misconduct and no charge sheet was served upon him as per bye laws of institution as well as Model Standing Order Act, 1946 whereas more than 75 teaching and non teaching staffs were working with the respondent and Model Standing Order Act, 1946 is applicable to the institution. It is asserted that at the time of his unlawful termination the respondent/institution had paid salary to him every month from May, 2017 to 28.2.2018 through his bank account no. 3992587632 Central Bank of India, Main Bazar Santokhgarh but the services of the applicant were terminated by the principal of the institution without giving any notice which is required under Section 25-F (a) and not paid him one month salary as required under Section 25-F (b) of the Industrial Disputes Act, 1947. It is asserted that the applicant had worked with the respondent from May, 2017 to 28.2.2018 and completed more than 240 days of work covered under the definition of Section 25-B of the Industrial Disputes Act as well as provisions of Section 25-F of the Industrial Disputes Act is attracted in the present dispute. It is alleged that the respondent had not only violated the provisions of Section 25-F but also violated the provisions of Sections 25-G and 25-H of the Industrial Disputes Act whereas the persons junior to the applicant had been retained in the institution as well as new appointment had been made by the respondent however no opportunity of re-employment was ever given to the applicant and the respondent had violated the principle of natural justice. It is asserted that the act of the respondent was highly unjustified, arbitrary, unconstitutional, contrary and against the mandatory provisions of the Industrial Disputes Act. The applicant is still unemployed and not gainfully employed anywhere from the date of his illegal termination. It is asserted that the applicant is entitled to reinstatement along-with full back wages, seniority and continuity in service with all other consequential service benefits. It is prayed that the unlawful termination of the applicant may be set aside and respondent be directed to reinstate the services of applicant with full back wages, seniority and continuity of service till the date of his reinstatement along-with 12% interest as well as litigation costs of Rs.10,000/-.

3. In reply filed on behalf of the respondent whereby preliminary objections qua maintainability, cause of action, locus standi, jurisdiction and applicant dispute not falling under the Industrial Disputes Act, 1947 have been raised. On merits, it is asserted that the applicant had rendered his services as a part time helper for one and half hour in the morning and evening during working days. The applicant used to be at home during gazetted holidays or when the school remained closed due to some other functions for which he was not to be paid wages by the school management. It is asserted that the applicant was engaged verbally as part time helper and not appointed and posted as a regular helper/employee with the institution of the respondent school at

any time. It is alleged that the applicant had performed his duties satisfactorily and without any complaint. After his joining as helper on 31.5.2017 many verbal as well as written complaints from the students right from 3.1.2018, 15.2.2018 and also joint complaint submitted by the students against the complainant with regard to his treatment of the students bad behaviour with them. However, the respondent school management verbally asked the complainant to mend his behaviour and be cordial to the students but of no avail. On 3.1.2018 the students of plus one had filed a complaint against his bad behaviour then he was called in the office of school management and warned not to repeat such like misconduct in future otherwise his services would be dispensed with and with regard to the same office order was duly served upon him. But he did not mend his ways and continued to misbehave with the students. Again another complaint was filed by the students who used to travel in the bus in which the complainant/applicant was appointed as helper. It is alleged that the complainant was appointed on regular basis as a conductor. He was not having any valid certificate issued by competent authority to perform the duties of conductor. The respondent/school management had paid him wages Rs. 3300/- approximately per month on hourly basis as agreed between both the parties at the time of his engagement. No wages with regard to holidays were paid to applicant as he was not a worker/helper appointed by any written orders or a skilled one. Thereafter the applicant/complainant was terminated due to his bad behaviour after receiving so many verbal as well as written complaints from the students. He was paid Rs.4000/- as his due wages. It is asserted that since the complainant/applicant was engaged on hourly basis, verbally therefore the provisions of Section 25-F (a) and 25-F (b) of the Industrial Disputes Act are not attracted in this case and since the engagement of complainant/applicant was based upon oral orders that too hourly basis services rendered by him there was no question of paying one month's pay and compensation of any kind whatsoever by the respondent/school management. It is asserted that the behaviour during his services was found not cordial and good and many complaints were received and the applicant had not mend his ways towards the timid students for whose facilitation. Other averments and allegations made in the claim petition were denied and it is prayed that the claim deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondent has violated the provisions of under Sections 25-F, 25-G & 25-H of the I.D. Act, 1947, as alleged? . . *OPP*.

2. Whether the petitioner is entitled for re-instatement with all benefits? . . *OPP*.

3. Whether the petitioner is not a workman for the purpose of I.D. Act, 1947 as claimed? . . *OPR*.

4. Whether the claim petition is not maintainable? . . *OPR*.

5. Whether this court has no jurisdiction to file the claim, as alleged? . . *OPR*.

6. Relief

6. In order to prove his case the petitioner has produced on record his affidavit Ext. PW1/A wherein he reiterated the fact stated in the petition. He has also produced on record copy of demand notice dated 5.5.2018 Ext. PW1/B and copy of letter dated 20.8.2019 Ext. PW1/C.

7. Respondent has examined Shri Rajinder Prasad Sharma, Principal, Sanatan Dharm Public Sr. Sec. School Santokhgarh, Tehsil Haroli, District Una by way of affidavit Ext. RW1/A wherein he reiterated the facts mentioned in the reply. He has also produced on record copy of complaint dated 5.1.2018 Ext. RW1/B, copy of complaint dated 15.2.2018 Ext. RW1/C, copy of office order dated 23.1.2018 Ext. RW1/D, copy of affiliation order dated 2.2.2023 Ext. RW1/E, copy of letter dated 6.9.2017 Ext. RW1/F, copy of inspection report Ext. RW1/G, copy of attendance record w.e.f. May, 2017 to February, 2018 Ext. RW1/H, copy of payment record w.e.f. May, 2017 to February, 2018 Ext. RW1/J, copy of attendance record w.e.f. May, 2018 to January, 2020 Ext. RW1/K and copy of payment record w.e.f. May, 2018 to January, 2020 Ext. RW1/L.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Yes
Issue No. 2	:	Decided accordingly
Issue No. 3	:	No
Issue No. 4	:	No
Issue No. 5	:	No
Relief	:	Claim petition is partly allowed allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1

10. The petitioner has stated in his affidavit Ext. PW1/A that he was engaged as a conductor on 31.5.2017 without any appointment letter or agreement. Thereafter he continued to work till 28.2.2018 and his work was fully satisfactory and upto the mark. He had not given chance of any alleged misconduct to the management despite this his services were unlawfully terminated *w.e.f.* 1.3.2018. At the time of appointment the management had paid monthly salary of Rs.4000/- but which was not in accordance with Minimum Wages Act. He had approached the Principal of Institution in the month of February, 2018 to pay minimum wages of conductor fixed by the labour department but principal did not accept his request and did not allow him to join the duty w.e.f. 1.3.2018. He further stated that no show cause notice or charge-sheet was issued for any alleged misconduct ever served upon him in accordance with Standing Order Act, 1946 which is applicable to respondent management. Thus the respondent management committed violation of Section 25-F (a) and (b) of the Industrial Disputes Act, 1947. He has also alleged that respondent management has violated the specific provisions of Sections 25-G and H of the Industrial Disputes Act and the principles of natural justice while dispensing with his services. He further states that from the date of his disengagement he remained unemployed and was not gainfully employed anywhere else due to which he had suffered losses. He prayed for his reinstatement along-with seniority and continuity in service with full back wages.

11. The respondent on the other hand has examined RW1 Shri Rajinder Prasad Sharma, Principal, Sanatan Dharm Public Senior Secondary School, Santokhgarh by way of affidavit who

has stated on oath that the petitioner had joined the institution on 31.5.2017 to perform his duty as a helper in school bus. He used to render his services as a part-time helper by performing his duties one and half hour in the morning and one and half hour in the evening during the working days. He was not called to school during holidays and when school remained closed. After the engagement of the petitioner many verbal as well as written complaints were received from girl students on 5.1.2018 and 15.2.2018 whereby complaint was made regarding treatment given by the petitioner to the students in a bad manner by misbehaving with them. His conduct with girl students was undesirable. He verbally directed to mend his behaviour, in this regard office order dated 23.1.2018 was issued to the petitioner but petitioner did not avail this office order and student of plus one filed a complaint on 5.1.2018 regarding the bad behaviour of the petitioner. He was called in the office of school management and warned not to repeat such like misconduct in future otherwise his services should be dispensed with. Petitioner assured not to repeat his conduct in future but he did not mend his ways. The reputation of school was badly affected in locality and before parents of the students. Another complaint was filed by students who were travelling in the bus about his misconduct on 15.2.2018. The petitioner was called again to appear before the management and the respondent and finally on 28.2.2018 he was asked not to attend the school in future. The petitioner has stopped coming to school after disciplinary action and the amounts which have been earned by him were paid to him. He had ever paid Rs.4000/- as his due wages. He worked only for 184 days in total in the school. The petitioner had manage to obtain job in another school as helper in SSRVM Public School, Sector-2, Naya Nangal where he committed the similar conduct and his services were disengaged.

12. Learned Counsel for the petitioner has vehemently argued that petitioner had worked with the respondent for more than 240 days in the year preceding his disengagement. At the time of his termination no retrenchment compensation was granted in his favour. Though the respondent has been making allegations of misconduct and misbehaviour against the petitioner, petitioner was not issued any show cause notice nor any inquiry was conducted in this regard by the management to prove these allegations against the petitioner. Without due process the services of the petitioner were abruptly terminated without compliance of Section 25 Clause F of the Industrial Disputes Act. Petitioner in his cross-examination has denied that he had worked only on hourly basis with the respondent for 1½ hour morning and 1½ hour in the evening. He denied that any warnings letter have been issued regarding misbehaviour with girl students regarding which disciplinary action and punishment was initiated against him. He admitted that after his termination he has joined as conductor in another school namely SSRVM Public School, Naya Nangal however according to him he worked there only for three months. He denied that his termination was on account of misbehaviour and that school authorities terminated his services for the welfare of the students and prestige of the school. It is important to peruse the cross-examination of RW1 Shri Rajinder Prasad Sharma, the Principal of respondent school. He admitted that petitioner was appointed on 31.5.2017 though on part-time hourly basis. He has asserted that petitioner was appointed merely as a helper however he has admitted in his cross-examination that vide Ext. RW1/J and Ext. RW1/B the designation of petitioner has been described as that a conductor. He admitted that no appointment letter containing the terms and conditions of services or description of duty of petitioner as part-time or hourly basis was ever issued. No record has been produced by respondent regarding appointment of petitioner on part-time or hourly basis. He further admitted that the petitioner was terminated on 1.3.2018. He asserts that time and again complaints were being received against the petitioner and he did not mend his ways despite warnings. He denied that no show cause notice was given to the petitioner and has referred to warning given by transport incharge Shri Rattan Singh. He admitted that no such warning letter issued by Rattan Singh has been produced on record by the respondent. He also admits that for the complaints Ext. RW1/B, Ext. RW1/C and Ext. RW1/D no charge sheet was issued to the petitioner neither domestic inquiry was conducted. He also admits that no notice was issued to the petitioner before dispensing with his service nor retrenchment compensation was paid. He further admitted that vide Ext. RW1/H the

petitioner has worked continuously from 31.5.2017 to 28.2.2018 and remained absent only for one day. 13. Perusal of this statement of RW1 shows that the petitioner had worked for whole requisite 240 days prior to his disengagement by the respondent. RW2 Shri Mangi and RW3 Shri Suraj Sharma have stated in the examination-in-chief the petitioner was part-time employee of the respondent school. However in their cross-examination they have admitted that they have appeared in the court at the instance of Principal. They left the school premises after morning shift and are not aware of the presence of the employees in the school. The Hon'ble Supreme Court has clearly laid down that part-time employees are also workman within the definition of workman under the Industrial Disputes Act, 1947. In **Div. Mang., New India Assurance Co. Ltd vs A. Sankaralingam, 2009 SUPREME COURT 309** has held in paras no. 12, 13 and 14 as follows:—

"12. It will be seen from a perusal of the aforequoted passages that the observations made therein clearly suggest that a workman employed on a part time basis but under the control and supervision of an employer is a workman in term of Section 2(s) of the Act, and is entitled to claim the protection of Section 25F thereof, should the need so arise. The fact that the workman was working under the control and supervision of the appellant employer is admitted on all sides.

13. We also find that the preponderance of judicial opinion in the High Courts is also to this effect. As a sample we reproduce passages from two such judgments. A Division Bench of the Punjab and Haryana High Court in Simla Devi's case (supra), has observed as under:\"A plain reading of the definition of "workman" does not exclude the part- time workmen from the definition of "workman". Such exclusion cannot be read into it ipso-facto, except if it is expressly provided or implied that no other interpretation is possible, which is not the case in the case in hand. We find support for our view from the observations made by the Supreme Court in Birdhichand Sharma v. First Civil Judge, (1961-II-LLJ-86), wherein the Supreme Court in facts and circumstances of the case, found that the workers even doing the job at their home are still workmen. Thus we are of the considered view that a part-time workman shall fall within the definition of "workman" and the finding returned by the Labour Court that a part-time worker is not a workman, cannot be sustained. We may hasten to add that nothing has been pointed out that on any principle of equity, justice, good conscience or the technical interpretation of the definition of workman that a part-time workman cannot be termed as a workman is unknown to the industrial world."\

14. Likewise in G.M. Telecom, Nagpur's case (supra), it has been observed thus:

"The definition of `workman' as given in the Act does not make any distinction between full time employee and part time employee. It does not lay down that only a person employed for full time will be said to be a workman and that the one who is employed for part time should not be taken as a workman. What is required is that the person should be employed for hire to discharge the work manual, skilled or unskilled etc. in any industry. If this test is fulfilled, a part time employee can also be said to be a `workman'. Now, if this test is applied to the present case, it can very well be said that respondent No.1, who was appointed as a part-time sweeper and was required to do manual and unskilled work is a `workman' within the meaning assigned to the said terms in the Act and as he worked for more than 240 days in a year, the provisions of Section 25F of the Act are applicable to the case in hand and as neither any notice, as contemplated under Section 25F of the Act, was served upon the respondent No.1 nor he was paid compensation in lieu of the said notice, nor was paid retrenchment compensation, it cannot be said that the provisions of Section 25F of the Act were duly complied with. It has been time and again held by this Court as well as by the Apex

Court that the non-compliance of the mandatory provisions of Section 25F of the Act would render the termination of service void ab initio. I am fortified in this view by a decision of the Apex Court in the case in Mohanlal vs. Management of M/s. Bharat Electronis Ltd., (1981) 3 SCC 225."

14. Since the petitioner had worked for requisite period of time with the respondent, the respondent could have dispensed with the services of petitioner after compliance of Section 25 Clause F of the Industrial Disputes Act, 1947 or by way of disciplinary action. Certain complaints have been produced on record along-with office orders however respondent has not examined any complainants before this court. Respondent has not produced the record of any show cause notice, charge-sheet or inquiry subsequent to these complaints on the basis of which the petitioner was disengaged or terminated by the respondent. The complaints as well as office orders produced on record merely show that after receiving the complaints, office order was issued to the concerned department however there is no show cause notice directed towards the petitioner issued by the respondent. It also appears that an opportunity of being heard was not granted in the favour of the petitioner. Thus the termination of the petitioner allegedly on the basis of his misconduct was not in accordance with due process. Respondent failed to conduct an inquiry or given an opportunity of hearing to the petitioner however they did not produce any oral and documentary evidence of the complainants who had any grudge against the petitioner before this court also. Such evidence could have enabled to this court to determine whether the termination of petitioner was in accordance with facts alleged against him. Thus it is also proved that no retrenchment compensation was paid to the petitioner. The termination of the petitioner was in violation of the provisions of Section 25 Clause F of the Industrial Disputes Act, 1947. The respondent has admitted in cross-examination that vide Ext. RW1/H Ramesh Chand had been employed by the department on 7.10.2017 and vide Ext. RW1/K Gurdyal Singh and Radhey Shyam were appointed in February, 2019. This admission clearly shows that respondent has also violated the provisions of Section 25 Clauses G and H of the Industrial Disputes Act. Hence this issue is partly decided in the favour of the petitioner.

15. Learned counsel for the petitioner has vehemently argued that the certain allegations were made against the petitioner by the respondent and blatantly on the basis of these allegations the services of the petitioner were terminated. After termination of his services the petitioner was employed for a period of time and thereafter he had remained unemployed resulting in monetary losses to the petitioner as well as his family members. Learned counsel has further submitted that the respondent has violated the provisions of Industrial Disputes Act resulted in losses to the petitioner. In these circumstances appropriate relief may be granted in the favour of the petitioner.

16. Learned Counsel for the respondent has vehemently argued that specific complaints have been received against the petitioner from the students particularly girls students of the school. The school has acted to preserve its prestige as well as safety and security of the students. Even though the procedure adopted by the school authorities was not in accordance with law the petitioner should not be given the benefit of reinstatement which not be the interest of the students of the school. Taking into consideration the overall circumstances of the case certain complaints which have been received and duly exhibited before this court during course of evidence the petitioner cannot be granted the relief of reinstatement in larger interest of students. However the petitioner is held entitled for a lump sum compensation to the tune of Rs.1 lakh for the illegal termination of his services and violation of the provisions of the Industrial Disputes Act, 1947. Issue no. 2 is decided accordingly.

Issues No. 3 to 5

17. The onus of proving these issue was on the respondent. No specific evidence appeared before this court to prove that petitioner is not a workman for the purpose of Industrial Disputes Act and this court does not jurisdiction to determine the claim raised by the petitioner. Accordingly issues no. 3 to 5 are decided in the favour of the petitioner and against the respondent.

Relief

18. In view of my discussion on the issues nos. 1 to 5 above, the petitioner cannot be granted the relief of reinstatement, however, the petitioner is held entitled for lump sum compensation to the tune of Rs.1 lakh for the illegal termination of his services and violation of the provisions of the Industrial Disputes Act, 1947. Parties are left to bear their costs.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 127/2019

Date of Institution : 15.11.2019

Date of Decision : 30.5.2025

Shri Subhash Chand, Pradhan Surie Polex Workers Sangh, Bela Bathri, Tehsil Haroli, District Una, H.P. . . *Petitioner*.

Versus

The Employer/Managing Director, M/s Surie Polex, V.P.O. Bela Bathri, Tehsil Haroli, District Una, H.P. . . *Respondent*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

: Sh. Rajat Chaudhary, Ld. Adv.

For Respondent : Sh. Yatish J.P., Ld. Adv.

AWARD

The following reference has been received by this court for adjudication by the appropriate Authority/Deputy Labour Commissioner:—

> "Whether demand of uniform, designation sine year, 2016 and increment @ 15% raised by Shri Subhash Chand, Pradhan, Surie Polex Workers Sangh, Bela Bathri, Tehsil Haroli, District Una, H.P. is legal and justified? If yes, what benefits and from which date the workmen are entitled to from the Employer/Managing Director, M/s Surie Polex, V.P.O. Bela Bathri, Tehsil Haroli, District Una, H.P?"

2. The brief facts as stated in the claim petition are that the Surie Polex Mazdoor Sangh Bela Bathri, Tehsil Haroli, District Una, H.P. had raised demand notice through Pradhan Subhash Chand vide demand notice dated 6.4.2017 to the respondent and copy of the same was forwarded to Labour Officer-*cum*-Conciliation Officer Una and others. As per demand notice dated 6.4.2017 the workmen union had raised the 10 different types of demands under the provision of law as well as supplementary demand notice was again issued by the workmen union to the respondent vide demand dated 3.10.2018 wherein union had raised a demand from the respondent with regard to workmen/persons whose name mentioned in demand notice had clarified their status to which categories they are covered as unskilled or skilled. The Labour Officer-cum-Conciliation had fixed conciliation proceeding in the matter and respondent had filed reply to the demand notice dated 6.4.2017 before the Labour Officer, Una vide letter no.SBP/101 dated 15.6.2017 and copy of the same was supplied to the workmen/union and opportunity was given to workmen/union to file the rejoinder to the reply of respondent but the matter had been concluded without giving opportunity to the workmen and report under Section 12(4) of the Industrial Disputes Act, 1947 was forwarded to the appropriate government vide report no.LO/Una/ID-199/2017-1101 dated 15.2.2019. However the copy of the report was not supplied/communicated to the workmen/union till referred the dispute to this court for adjudication. It is asserted that after receiving of the reference from the Deputy Labour Commissioner vide notification dated 21.10.2019, three demands like as uniform, designation and increment @15% was referred to the court and in accordance with reference the workers of M/s Surie Polex are entitled uniform and designation from the year 2016. The respondent is a company under the Company Act, 1956 Amended Act, 2013 and covered under the Factory Act, 1948 as employed more than 300 employees in various categories in the company as well as more than 100 workmen were engaged through contractors from the date of starting manufacturing process and the workmen of respondent are entitled two pairs of uniforms in a year. It is asserted that the respondent company had employed various workmen in the capacity of unskilled, semi skilled, skilled and highly skilled but respondent deliberately not designated their designation and they were not paid minimum salary to the workmen from the date of their engagement or since 2016 onwards. It is asserted that as per reference the Deputy Labour Commissioner had also referred the issue to pay 15% increment to the workmen as per demand notice dated 6.4.2017 however the respondent company had not given the increment to the employees till date. It is submitted that S/Sh. Subhash Chand s/o Sh. Joginder Singh, Pradhan of Mazdoor Sangh, Raj Kumar s/o Shankar Dass, Vice President of Mazdoor Sangh, Sh. Bhupinder Singh s/o Sh. Ram Rattan, Cashier of Mazdoor Sangh and Bhagat Ram s/o Pritam Chand member of working committee of Mazdoor Sangh and they are all active members of the union and after raising the demand notice by union the services of all above named workmen/office bearers of union was unlawfully terminated by the respondent w.e.f. 14.11.2017 and 18.7.2017 without adopting proper procedure in accordance with the Industrial Employment Standing Order Act,

1946. It is asserted that the act of the respondent to not to give designation to the workmen as well as salary as per their designation, uniform since 2016 as well as grant of increment to the employees/workmen from 2016 onwards was highly unjustified, arbitrary and unconstitutional and against the mandatory provisions of law. It is prayed that respondent may be directed to grant uniform, designation and 15% increment to all the workmen of respondent since 2016 onwards and to pay litigation costs amounting to Rs.15000/-.

3. In reply on behalf of respondent preliminary objections qua maintainability, locus standi, suppression of material facts and petitioner being not come to court with clean hands. On merits, it is submitted that the alleged demand dated 6.4.2017 was separately replied on 15.6.2017 *vide* reply bearing reference no. SPB/101 dated 15.6.2017. It is mentioned here that petitioner has no locus standi as no authorization letter was given by the Mazdoor Sangh to Subhash Chand to file present petition. It is asserted that due process of law was followed and frivolous demands were raised by the petitioner. It is submitted that increment was being given to the petitioners well in time moreover all the other benefits and facilities to the workers were given by the respondent as per rules and regulations. It is asserted that there was no worker union in the respondent factory and even no document qua any union was filed by the petitioner. It is asserted that the termination of the workers was done by adopting due process of law as well as proper procedure. Other averments made in the petition were denied it is prayed that the petition be dismissed.

4. In rejoinder the preliminary objections raised by the respondent were denied and the facts stated in the claim petition were reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the specific issue regarding to the proceedings were framed as follows:—

1. Whether the demand of uniform, designation since year, 2016 and increment @ 15% raised by the petitioner from the respondent is/was legal and justified, as alleged? . . *OPP*.

2. If issue no.1 is proved in affirmative, to what relief, the petitioner is entitled to? . . *OPP*.

3. Whether the claim petition is not maintainable, as alleged? . . *OPR*.

4. Whether the petitioner has no locust standi to file the present case, as alleged? . . *OPR*.

5. Whether the petitioner has not come to this court with clean hands and has suppressed the material facts, as alleged. If so, its effect? . . *OPR*.

Relief

6. Petitioner in order to prove his case has filed affidavit Ext. PW1/A and documents demand notice dated 6.4.2017 Ext. PW1/B, supplementary demand notice dated 3.10.2018 Ext. PW1/C, and letter dated 6.4.2017 Ext. PW1/D. Petitioner has also examined one Shri Manoj Kumar by way of examination-in-chief. He has also produced on record copy of seniority list/salary wages register for October, 2017 Ext. PW2/A, copy of seniority list/salary wages register for October, 2018 ext. PW2/B, copy of seniority list/salary wages register for December, 2019 Ext. PW2/C, copy of seniority list/salary wages for October, 2020 Ext. PW2/D, copy of seniority list/salary wages register for April 2021 Ext. PW2/E, copy of combined EPF record of the company for the financial year 2017-18 Ext. PW2/F, copy of combined EPF record of the company for the financial

year 2018-19 Ext. PW2/G, copy of combined EPF record of the company for the financial year 2019-20 Ext. PW2/H, copy of combined EPF record of the company for the financial year 2020-21 Ext. PW2/J, copy of register for payment of bonus for financial year 2017-18 Ext. PW2/K, copy of register for payment of bonus for financial year 2018-19 Ext. PW2/L, copy of register for payment of bonus for financial year 2019-20 Ext. PW2/M and copy of register for payment of bonus for financial year 2020-21 Ext. PW2/N, copy of EPF ECR challan for financial year 2017-18 Ext. PW2/O, copy of EPF ECR Challan for financial year 2018-19 Ext. PW2/P, copy of EPF ECR challan for financial year 2019-20 Ext. PW/Q, copy of EPF ECR challan for financial year 2020-21 Ext. PW2/R, copy of balance sheets for the financial year 2017-18 Ext. PW2/S, copy of balance sheets for the financial year 2018-19 Ext. PW2/T, copy of balance sheets for the financial year 2019-20 Ext. PW2/U. Copy of balance sheets for the financial year 2020-21 Ext. PW2/V.

7. Respondent has examined RW1 Ramesh Kumar, Manager, M/s Surie Polex, VPO Bela Bathri, Tehsil Haroli, District Una, H.P. by way of affidavit Ext. RW1/A.

8. I have heard the learned Authorized Representative/Counsel for the petitioner as well as learned Counsel for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	:	No
Issue No. 2	:	Decided accordingly
Issue No. 3	:	Yes
Issue No. 4	:	Yes
Issue No. 5	:	Redundant
Relief	:	Claim petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1, 2, 3 and 4

10. All these issues shall be taken up together for the purpose of adjudication.

11. The reference which has been received before this court is with regard to the demands of union designation and increments on behalf of Surie Polex Mazdoor Sangh Bela Bathri, Tehsil Haroli, District Una, HP through one Shri Subhash Chand, Pradhan. The reference was sent to this court however a document Ext. RX/A clearly shows that specific inquiry has been made from the Pradhan Shri Subhash Chand as to whether the demand notice as well as the claim was maintainable through a union which was not registered. In order to put forward the claim petitioner Shri Subhash Chand has produced his affidavit and he has asserted that he raised industrial dispute *vide* notice dated 6.4.2017 raising different types of demands copy of which was forwarded to Labour-cum-Conciliation Officer and Deputy Labuor Commissioner had made a reference before this court and with respect to three demands i.e. uniform, designation since 2016 and 15% increment to the workmen who had completed three years continuous service. He has also alleged that during pendency of these demands the office bearers of union Shri Subhash Chand, Raj

Kumar, Sh. Bhupinder Singh and Bhagat Ram were unlawfully terminated without complying with the provisions of Section 33-C (2) (b) of the Industrial Disputes Act. In order to contest the claim respondent has raised specific objection with regard to the maintainability and locus standi of the petitioner Shri Subhash Chand or the workers union allegedly represented by him to raise any industrial dispute before the Industrial Tribunal. RW1 Shri Ramesh Kumar, Manager, M/s Surie Polex has stated on oath that there is no worker union in the respondent's factory and no document qua any union has been filed by the petitioner with the demand notice dated 6.4.2017 as well as with the present claim. He had alleged that petitioner had no locus standi to file this case and hence the claim was not maintainable. He has also asserted that there was no seal affixed on the demand notice with regard to alleged union. Respondent is giving increments and other benefits and facilities as per rules. The demand of uniform and designation are not legal and justified in the eyes of Law. Petitioner has failed to establish on what basis he has claiming 15% increment hence the claim of petitioner is alleged to be baseless, meritless and not maintainable.

12. Learned counsel for the respondent vehemently argued that petitioner was not entitled to raise any industrial dispute as the union which is alleged to have raised the demand notice was not a registered union. Petitioner in his cross-examination has stated that he joined the company in the year 2015. He also admitted that respondent company had conducted a domestic inquiry against him with respect to misconduct or indiscipline on the basis of said inquiry he had already been terminated. He however alleged that he was terminated from his services due to raising of demands on behalf of the union. He has identified his signature over a demand Ext. PW1/B. He has further admitted that the demand notice does not bear any stamp or name of the union. He has also admitted that said demand is not signed by any member of the union. He admitted that he had not annexed registration certificate of the union with the demand notice Ext. PW1/B. He admitted that their union was not registered. Though he stated that he had submitted the documents to the Commissioner however no such documents have been produced in evidence on behalf of the petitioner. He has admitted that the Surie Polex Majdoor Sangh is not registered or unregistered union. He has contended that their union is affiliated with Bhartiya Majdoor Sangh however admittedly he has not produced any document to show that they are affiliated with BMS. In his cross-examination he has admitted that the respondent company is providing mask to the workers and is paying increment to the workers as per their posts. Though he has denied that demand notice has been filed in his individual capacity and not on behalf of the union however the oral and documentary evidence produced on behalf of the petitioners clearly show that there are certain proceedings shown to have been conducted by Surie Polex Majdoor Sangh which are Ext. PW1/B and Ext. PW1/C however the Surie Polex Majdoor Sangh is not a registered union in accordance with the provisions of the Industrial Disputes Act, 1947. For the purpose of Industrial Disputes Act, 1947 the trade union defined under Section 2 (qq) of the Trade Union Act, 1926 as follows:—

> "2(qq) trade union means a trade union registered under the Trade Unions Act, 1926 (16 of 1926)". This means that any association or organization that calls itself a trade union but hasn't been formally registered under the Act is not considered a trade union for the purposes of this legislation".

13. No certificate of registration has been produced on behalf of the petitioners and the trade union he allegedly represents.

14. Hon'ble Supreme Court in **B. Srinivasa Reddy vs. Karnataka Urban Water Supply & Drainage, AIR 2006 SC 3106** has held as follows:—

> "These averments were established to be false. The registration of the first respondent under the Trade Unions Act had been cancelled as early as on 02.11.1992. It is not a registered and recognized union. In fact, it was pointed out that recognized association is one

Karnataka Urban Water Supply and Drainage Board Officers and Employees Association and the first respondent does not have even a handful of members. The fact of cancellation of registration of the first respondent came to the knowledge of the appellant long after the disposal of the earlier writ petition No. 44001 of 1995 wherein the Court had given a finding that the first respondent has locus standi to challenge the appointment of the appellant to the post of Managing Director of the Board solely on the ground that it is a registered Trade Union. In our opinion, the High Court gravely erred in refusing to examine the question of locus standi on the ground that it is decided in the earlier writ petition which operates as res judicata and that the petitioners even otherwise have locus standi. Chapter-III of the Trade Unions Act, 1926 sets out rights and liabilities of the registered Trade Unions. Under the said enactment, an unregistered trade union or a trade union whose registration has been cancelled has no manner of right whatsoever even the rights available under the I.D. Act have been limited only to those trade unions which are registered under the Trade Unions Act 1926 by insertion of clause 2 (q)(q) in the I.D. Act *w.e.f.* 21.08.1984 defining a trade union to mean a trade union registered under the Trade Unions Act. 1926. The High Court, in our opinion, miserably failed and gravely erred in holding that the respondent Nos. 1 and 2 have locus standi to question the appointment of the appellant in the light of the change of law that has been brought about by insertion of Section 2(q)(q) of the I.D. Act and having regard to the provisions of Chapter-III of the Trade Unions Act, 1926. This Court, in many judgments, held that the Union has locus standi in the facts and circumstances of that case, however, cautioning that if a citizen is no more than a wayfarer or officious intervener without any interest or concern that what belongs to anyone of the 660 million people of this country. Fertilizer Corporation Kamgar Union (Regd.) Sindri and Others vs. Union of India and Others, (1981) 1 SCC 568. The doors of the Court will not ajar for him".

15. Respondent throughout their pleadings as well as evidence have asserted that the Majdoor Sangh which has allegedly putting forward the demand notice and is also pursuing the present claim is not registered union. No evidence to this effect is produced by the petitioner. Petitioners are not able to produce any document with regard to registered trade union before the company. Going by the ratio laid down by Hon'ble Supreme Court as above the unregistered trade union is in no manner entitled to avail rights under the Industrial Disputes Act, 1947 which are limited only those trade union which registered under Trade Union Act, 1926. In this circumstance and absence of any document to show that Surie Polex Majdoor Sangh is affiliated to Bhartiya Majdoor Sangh. Petitioner in his individual capacity or even as Pradhan of Surie Polex Majdoor Sangh has no locus standi to file the claim under the Industrial Disputes Act, 1947 and such claim is not maintainable.

16. During course of evidence it appears that the respondent is paying increment to their employees providing mask and also 10-12% increment along-with category wise seniority. No specific evidence has been produced to show the entitlement of petitioners with respect to the demand raised in the present claim. Above all the dispute could not have been raised by the petitioners in the capacity as Pradhan of unregistered trade union without the signatures of the remaining workers of the union. It also appeared from the evidence that petitioner is already terminated by the conduct of an enquiry by the respondent on this ground also he is devoid of any locus standi to file case and continue the dispute between the workers of Surie Polex Majdoor Sangh as well as the management. Accordingly the petitioner is not entitled for relief with respect to demand raised before appropriate authority nor he is entitled to any other relief in the present case. The petition is not maintainable and accordingly issues no.1 to 4 are decided in the favour of respondent.

Issue No. 5

17. The onus of proving this issue was on the respondent. The evidence on record does not specifically show that which material facts have been suppressed on behalf of the petitioner hence this issue is remained redundant.

Relief

18. In view of my discussion on the issues nos. 1 to 4 above, the present claim made by the petitioner against the respondent is not maintainable and the same is accordingly dismissed. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 125/2019

Date of Institution : 15.11.2019

Date of Decision : 30.5.2025

1. Sh. Ranjeet Singh s/o Late Sh. Shiv Ram, r/o Village Lanjot, P.O. Basnoor, Tehsil Shahpur, Distt. Kangra, H.P.

2. Sh. Anil Kumar s/o Shri Nordha Ram, r/o Village Thamba Balla, P.O. Durgella, Tehsil Shahpur, Distt. Kangra, H.P.

3. Smt. Pushpa Devi w/o Shri Bal Raj, r/o V.P.O. Durgella, Tehsil Durgella, Tehsil Shahpur, District Kangra, H.P.

(through General Secretary, Himachal Pradesh Private School Shiksha Evem Karamchari Sangh, HQ Madona Typewriter Centre, Opposite Sainik Rest House, Palampur, District Kangra H.P.) . . *Petitioners.*

Versus

1. The President/Managing Director, DAV College Managing Committee, Arya Samaj Bhawan, UP Block, Pitampura, Delhi.

2. The Principal, DAV Public School, Gohju, Tehsil Shahpur, District Kangra, H.P.

. . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. A.R. and

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. M.G. Thakur, Ld. Adv.

AWARD

The following reference has been received by this court for adjudication by the appropriate Authority/Deputy Labour Commissioner:

> "Whether demands of Shri Ranjeet Singh s/o Late Shri Shiv Ram, r/o Village Lanjot, P.O. Basnoor, Tehsil Shahpur, District Kangra, H.P., Shri Anil Kumar s/o Shri Nordha Ram, r/o Village Thamba Balla, P.O. Durgella, Tehsil Shahpur, District Kangra, H.P. and Smt. Pushpa Devi w/o Sh. Bal Raj, r/o V.P.O. Durgella, Tehsil Shahpur, District Kangra, H.P. through General Secretary, Himachal Pradesh Private School Shiksha Evem Karamchari Sangh, HQ Madona Typewriter Centre, Opposite Sainik Rest House, Palampur, District Kangra, H.P. for the regularization of their services after completion of five years of service to be fulfilled by (i) the President/Managing Director, DAV College Managing Committee, Arya Samaj Bhawan, UP Block, Pitampura, Delhi, (ii) the Principal, DAV Public School, Gohju, Tehsil Shahpur, District Kangra, H.P. is justified? If yes, as a result of regularization of their services to what monetary and other consequential service benefits, the above mentioned workmen are entitled to?"

2. The case of the claimants in brief as stated in the claim petition is that vide resolution No. 28 dated 16.07.2018 the petitioners (Ranjeet Singh, Anil Kumar and Pushpa Devi) became members of union i.e. Himachal Pradesh Private School Evam Karamchari Sangh and thereafter all three petitioner raised their demand notice through General Secretary, Himachal Pradesh Private School Evem Karamchari Sangh. Copy of the demand notice was forwarded to the Labour Officer, Dharamshala. The Conciliation Officer initiated the conciliation proceedings and tried to settle the dispute amicably but failed. Failure report was sent to the appropriate Government for further necessary action and thereafter the appropriate Government sent the dispute for adjudication to this Court. The services of the petitioner Sh. Ranjeet Singh have been engaged by the respondent No. 2 as daily waged driver *w.e.f.* 01.06.2008 and is still working in the said post without any break in service. It is submitted that respondent No. 2 has paid the consolidated salary of Rs. 10,000/- per month. It is submitted that the service of the petitioner Sh. Anil Kumar have been engaged by the respondent No. 2 as daily waged chowkidar/watchman w.e.f. year, 1993/1994 and is still working in the said post without any break in service and respondent No. 2 has paid the consolidated salary of Rs. 9500/- per month. The services of the petitioner Smt. Pushpa Devi have been engaged by the respondent No. 2 as daily waged peon *w.e.f.* year, 2003 and is still working in the said post without any break in service. It is submitted that the respondent No. 2 has paid the consolidated

salary of Rs. 9500/- to the petitioner per month. It is submitted that in the demand notice dated 11.09.2018 three demands have been raised regarding overtime, regularization and provident fund but the appropriate government has sent only one demand regarding regularization of service for adjudication. It is submitted that the policy for regularisation of services of teaching and non-teaching employees engaged throughout India have been made by the respondent No.1 and also implemented by the respondent No. 2, as such, regularized the services of employees in regular pay scale fixed by the respondent No.1 from time to time. It is submitted that the petitioners are also eligible for regularization of their services but their services have not been regularized by the respondent No. 2. hence, regularization policy framed by the respondent No.1 is applicable in the respondent No. 2 institution.

3. According to the petitioners they are performing same nature of duties as performed by their counterpart regular employees but the services of petitioners have not been regularized by the respondent till the date despite they have qualified the criteria for regularization of their service. It is submitted that the Hon'ble Apex Court in Umrala Gram Panchayat case reported in 2015 LLR 449 has held that "It is appropriate to treat services of the daily-wager as permanent after 5 years of their initial appointment if the work being performed by the daily wager was same as that of permanent workmen and working hours were same". It is submitted that the case of the petitioner is squarely covered by the judgment of Hon'ble Apex Court. Therefore, the petitioners are entitled for regularization of their services after completion of their respective five year services in the regular pay scale applicable at that time. Similar reference has already been decided by the Labour Court in reference No. 261 of 2012. Act of the respondent not to regularize the services of petitioners in regular pay scale is highly unjustified, arbitrary, unconstitutional under Article 14, 16 and 21 of the Constitution of India hence, respondent had deprived the petitioners for regularization their services in regular pay scale. It is prayed that the respondent be directed to regularize the services of petitioner after completion of their respective five years services in the regular pay scale applicable at that relevant time with all other monetary and consequential service benefits along with interest and respondent is also directed to fix the names of the petitioners in their cadre seniority list of regular employees.

4. In reply respondent has raised preliminary objection *qua* maintainability, cause of action, suppression of material facts, union of the petitioners not being legally registered and duly authorised body and reference being beyond jurisdiction of this tribunal. On merits it is asserted that claim raised by the petitioners is neither through proper representative nor the same is through individual capacity and the conciliation proceedings failed due to adamant attitude and improper demands of the petitioners. It is submitted that the appropriate Government has sent only one demand regarding regularization of the service for adjudication to this Court and there is any blanket policy for regularization of service of teaching and non-teaching staff employee engaged throughout India has been made by the respondent No.1 and also implemented by the respondent No. 2. There are no policy for regularization of the service of employees who were given term appointments of 89 days. It is further submitted that the petitioners have also raised the demand of overtime work done by them, which is specifically denied. There is no overtime work in the school and till today nobody has ever been engaged for any overtime work. It is worthwhile to mention here that once petitioners accepted the terms and conditions for the job, they were rendering there is no discrepancy on the part of the respondents. It is asserted that the management has not withheld the funds hence petitioners are not entitled to any pay scales and regularization.

5. Copy of decision made by the **Hon'ble Apex Court has held in Civil Appeal Nos. 3595-3612 of 1999 titled as Secretary, State of Karnataka and others vs. Umadevi** and other. The relevant part of the judgement is reproduced below:

"*A. Constitution of India, Articles 14, 16 141 and 226-Regularization-Discrimination-No mandamus can be issued to regularize and absorb those in regular service who were engaged in violation to the constitutional mandates-Regularization of ad hoc, daily wagers and temporary employees appointed without following the procedure prescribed by the Rules applicable for recruitment to such posts will violate right of equality under Articles 14 and 16-Such appointments are contrary to the scheme of the Constitution and cannot be regularized even on the ground of discrimination- Court will not issue any such directions on the ground of discrimination which is contrary to the constitutional scheme of appointment to public employment-concept of regularization evolved in Dharwad case disagreed to.*

B. Constitutional of India, Articles 141, 1412, 226, 14 and 16 – Regularization – The High Court cannot grant relief merely on the basis of directions issued by the Supreme Court in exercise of powers under Article 142 of the Constitution –The High Court has to remain within its limits and cannot transgress the the same on whims and pass an order against the constitutional scheme of appointments.

C. Constitution of India, Articles 14, 16 141 and 142–Regularization – Ad hoc, temporary and casual appointments–Regular recruitment should be insisted upon–It is only in emergency an ad hoc appointment can be made in a permanent vacancy, but the same should soon be filled by regular appointment–The directions to regularize by the Supreme Court in various cases were being issued without laying down any law to that effect.

D. Constitution of India, Articles 14, 16, 226 and 142–Equal pay for equal work–Regularization–Ad hoc, temporary and casual appointees cannot claim equality with regular recruits in the matter of wages and allowances–By the very nature of their appointment and conditions of service, they are to be treated differently–Treating them equal to regular appointees will amount to treating un-equals to be equal in violation to Articles 14 and 16 of the Constitution–They may be entitled to the minimum pay scale for the minimum wages notified but not the other allowance equal to regular employees.

E. Constitution of India, Articles 14, 16, 32 and 14 –Doctrine of legitimate expectation–Regularization–In the absence of any promise, the ad hoc, temporary and casual appointees cannot invoke the doctrine of legitimate expectation when appointment to the post could be made only by following a proper procedure for selection–State cannot hold out any promise to continue or make them permanent which is unconstitutional in public appointments.

F. Constitution of India, Articles 14, 16, 21 23, 226 and 142 – Regularization – Poverty, unemployment and lack of equality of bargaining power is no ground to regularize and absorb ad hoc, temporary and casual employees in regular service – They accept the terms and conditional of such appointments being fully aware of its consequences–If such considereations are to prevail, they also come in employment in

violation to the fundamental right of others to equal opportunity to complete and will lead to depriving a large number of other aspirants of an opportunity–Directive Principles of State Policy have also to be reconciled with the fundamental right of citizens–Obligation of the State is for all not to a particular group of citizens."

6. It is submitted that the facts of the present case are totally different from the facts mentioned in para No. 8 of the petition. The petitioners as per their status and condition of their services are receiving all the entitled benefits. It is specifically denied that there is violation of Articles 14, 15 & 21 of Constitution of India. It is asserted that the respondents have not deprived the petitioners from any benefits, the agreed salaries have been released timely to them and petitioners are still doing the same duties and have not been superseded by anyone. It is prayed that the claim is devoid of any merit and same be deserves to be dismissed.

7. In rejoinder the preliminary objections raised by the respondent were denied and the facts stated in the claim petition were reasserted and reaffirmed and it is prayed that the present claim deserves to be allowed.

8. On the basis of the pleadings of the parties, the following issues were framed on 10.04.2024 for adjudication and determination:—

1. Whether the demand raised by the Petitioners for regularization of their services after completion of five years of service is legal and justified? . . *OPP*.

2. Whether the petition is not maintainable, as alleged? . . *OPR*.

3. Whether the Petitioners have not come to the Court with clean hands, as alleged? . . *OPR*.

Relief

9. On 09.12.2023, one of the Petitioners Smt. Pushpa Devi has withdrawn her case vide separate statement on record.

10. Petitioner Sh. Ranjeet Singh in order to prove his case produced his affidavit Ext. PW1/A wherein he has reiterated the facts made in the statement of claim by the union. PW2 Sh. Anil Kumar also examined himself by way of affidavit Ext. PW2/A wherein he has reiterated the facts made in the statement of claim.

11. Respondents have examined Smt. Anita Verma, Principal, DAV Gojhu, Tehsil Shahpur by way of affidavit Ext. RW1/A. She has as reiterated the facts stated in the reply and also produced various documents pertaining to the service of petitioner Anil Kumar Ext. RW1/A-1 to Ext. RW1/A-46 and service record of Ranjeet Singh Ext. RW1/B-1 to Ext. RW1/B-42.

12. I have heard the learned Counsel/A.R.for both the parties at length and records perused.

13. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Yes

Issue No. 2 : No

Issue No. 3 : No

Relief : Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No.1

14. The present claim has been filed by the Petitioners Sh. Ranjeet Singh, Anil Kumar and Smt. Pushpa Devi. The demand notice was raised through union. The petitioners had presented present petition through General Secretary, Himachal Pradesh Private School Shikshak Evam Karamchari Sangh. The petitioner Smt. Pushpa Devi vide separate statement dated 09.12.2023 has withdrawn her claim after agreement with the respondents. Hence claim for adjudication is with respect to Sh. Ranjeet Singh and Anil Kumar only. The petitioners have pleaded that vide demand notice they have raised demands for regularization, overtime and Provident Fund but since the appropriate Government has referred dispute qua regularization only, this Court would proceed to confine its findings on the limited issue of regularization of petitioners. The petitioners have stated in their affidavits that they were employed on 01.06.2008 without any appointment letter. They continuously worked with the respondents. However, on 01.04.2024 by verbal order petitioner Ranjeet Singh was terminated. Both the petitioners have submitted that they are not regularised even after continue service till the year 2024. They also asserted that many regular drivers have been employed by the respondent institution and continuous employment of the petitioners without regularization is violation of their fundamental rights. They also asserted that services of driver in DAV Ambota have also been directed to be regularized by the order of Court. PW1 Sh. Ranjeet Singh in his cross-examination has denied his signature on the contract appointment letter. He also denied that he has refused to sign on appointment letter and relieving order . He also denied that after 30.03.2024 he had not come to the school and had tried to instigate the school employees against the respondent. He admitted that DAV Gohju does not receive any aid from the Government, however, he asserted that there are regular employees in the institution. He has denied that on April, 2024 he did not return to work due to which respondent had to make temporary appointment of driver. PW2 Sh. Anil Kumar has also stated in his cross-examination that he never put signature on appointment letter and relieving order. He has also mentioned that there are other regular employees working with the respondent.

15. RW1 Smt. Anita Verma has appeared on behalf of the respondents. In her cross-examination she has mentioned that D.A.V. Gohju is functioning since 1988 and she also admitted that the petitioners are working in the DAV Public School Gohju. She admitted that petitioner Ranjeet Singh is working in the school since 01.06.2008 and petitioners have worked in all academic session regularly and completed 240 days in each year. She however, mentioned that after 2018 the petitioners were appointed on 89 days contract basis. She admitted that before appointment of petitioner for 89 days contract basis, no notice under Section 9-A of the I.D. Act, 1947 was issued to them. She has mentioned in her statement that in the year 2009 Sh. Ranjeet Singh was appointed one year contract basis. She has admitted that employees of group-D are regularized and group-D are working on regular basis in the school. She has admitted that these regular employees are paid regular pay scale approved by the DAV C.M.C. Delhi. She admitted that there is only one bus in the school which is driven by the petitioner through out his tenure. She admitted that post of driver and watchman are permanent and they work throughout academic session. She also admitted that Ranjeet Singh worked continuously from 2008 to 2023 and Anil Kumar had worked continuously till 2023 and she also admitted that post of night watchmen and driver is for whole academic session. She admitted that both Ranjeet Singh and Anil Kumar have completed 240 days work in each academic session. She also stated that they work under the

supervision and control of the school. She also admitted that regular employees of school are given regular pay scale and D.A. She has admitted that before appointment of any employee advertisement of the post is given in the newspaper, applications are invited and interview are conducted. She admitted that appointment of the petitioners were as per guidelines of DAV CMC Delhi. She denied that time to time appointment of petitioner on contractual basis number of year continuously is unfair labour practice. Documents placed on record by the respondent Ext. RW1/A1 to Ext. RW1/A46 and Ext. RW1/B1 to Ext.RW1/B42 show that petitioners were appointed on contract basis for the period of 89 days at a time and worked on contractual basis for number of years. The benefit of continuous service were not provided in their favour. The conduct of the respondents squarely comes under the definition of unfair labour practice as described entry No. 10 of the 5th schedule. Not only this the service condition of the petitioners was change from one year contract basis to 89 days contract basis without mandatory notice under Section 9-A of the Industrial Disputes Act and also amounts to violation of section 9-A and entry No.1 of 4th schedule of the Industrial Disputes Act, 1947.

16. The Hon'ble Supreme Court in **ONGC LTD Vs. Petroleum Coal Labour Union** wherein it has been also held in para No. 40 as follows:

> "*40. Further, it has been contended by the learned senior Counsel on behalf of the Corporation that in the absence of any plea taken by the workmen in their claim statement regarding unfair labour practice being committed by the Corporation against the concerned workmen, the learned Single Judge and the Division Bench ought not to have entertained the said plea as it is a well settled principle of law that such plea must be pleaded and established by a party which relies before the Tribunal. In support of the above contention reliance was placed by him on the decision of this Court in Siemens Limited and another v. Siemens Employees Union and another. The said contention of the learned senior Counsel on behalf of the Corporation is wholly untenable in law and the reliance placed on the aforesaid case is misplaced for the reason that it is an undisputed fact that the workmen have been appointed on term basis vide memorandum of appointment issued to each one of the concerned workmen in the year 1988 by the Corporation who continued their services for several years. Thereafter, they were denied their legitimate right to be regularized in the permanent posts of the Corporation. The said fact was duly noticed by the High Court as per the contention urged on behalf of the Corporation and held on the basis of facts and evidence on record that the same attracts entry Item No.10 of the Schedule V of the Act, in employing the concerned workmen as temporary employees against permanent posts who have been doing perennial nature of work and continuing them as such for number of years. We affirm the same as it is a clear case of an unfair labour practice on the part of the Corporation as defined under Section 2(ra) of the Act, which is statutorily prohibited under Section 25-T of the Act and the said action of the Corporation warrants penalty to be imposed upon it under section 25-U of the Act"*

17. The above findings reveal that the post of driver and watchman has existed that in the respondent institution since the year 2006 and bus is regularly operating since last many years however, the management has appointed petitioners on contractual/temporary basis continuously for number of years with the intention to deprive them of benefit available to the similarly situated employees working on regular basis. The Hon'ble Supreme Court in **Sheo Narain Nagar & other vs. State of U.P. & Anr (2018)13 SCC 432** has held in para No.7 as under:

> *"7. When we consider the prevailing scenario, it is painful to note that the decision in Uma Devi (Supra) has not been properly understood and rather wrongly applied by various State Governments. We have called for the date in the instant case to ensure*

as to how many employees were working on contract basis or ad-hoc basis or daily wage basis in different State departments. We can take judicial notice that widely aforesaid practice is being continued. Though this Court has emphasised that incumbents should be appointed on regular basis as per rules but new devise of making appointment on contract basis has been adopted, employment is offered on daily wage basis etc. in exploitative form. This situation was not envisaged by Uma Devi (supra). The prime intendment of the decision was that the employment process should be by fair means and not by back door entry and in the available pay scale. That spirit of the Uma Devi (supra) has been ignored and conveniently over looked by various State Governments/authorities. We regretfully make the observation that Uma Devi (supra) has not been implemented in its true spirit and has not been followed in its pith and substance. It is being used only as a tool for not regularizing the services of incumbents. They are being continued in service without payment of due salary for which they are entitled on the basis of a Article 14, 16 read with Article 34 (1) (d) of the Constitution of India as if they have no constitutional protection as envisaged in D.S. Nakra v. Union of India, AIR 1983 SC 130 from cradle to grave. In heydays of life they are serving on exploitative terms with no guarantee of livelihood to be continued and in old age they are going to be destitute, there being no provision for pension, retiral benefits etc. There is clear contravention of constitutional provisions and aspiration of down trodden class. They do have equal rights and to make them equals they require protection and cannot be dealt with arbitrarily. The kind of treatment meted out is not only bad but equally unconstitutional and is denied of rights. We have to strike a balance to really implement the ideology of Uma Devi (supra). They, the time has come to stop the situation where Uma Devi (supra) can be permitted to be flouted, whereas they Court has interdicted such employment way back in the year 2006. The employment cannot be on exploitative terms, whereas Uma Devi (supra) laid down that there should not be back door entry and every post should be filled by regular employment, but a new device has been adopted for making appointment on payment of paltry system on contract/ad-hoc basis or otherwise. This kind of action is not permissible, when we consider the pith and substance of true spirit in Uma Devi (supra)."

18. Interpretation of the above law emphasized by the Hon'ble Supreme Court contradicts the arguments on behalf of management regarding findings of the Hon'ble Supreme Court in State of Karnataka *Vs.* Uma Devi 2006 4 SCC. RW1 Smt. Anita Verma has admitted and it is also pleaded in reply that appointment of drivers and conductors was after a due process of advertisement of post, application and interview committee.

19. RW1 Smt. Anita Verma has admitted in her cross-examination that the petitioners have been employed in the school since 2008 on contractual basis. Certain temporary employment documents have also been produced on record. The Hon'ble Supreme Court in **Dhirendra Chamoli and Ors Vs. State of U.P. (1986) 1 SCC 637** para No. 46 held that "*employees, especially those in low-wage categories, often have no choice but to accept employment under exploitative terms offered by the employer due to the prevailing conditions of unemployment and there socio-economic background. The fact that these employees accepted employment with full knowledge of the terms does not absolve the government or the employer from the mandate of equality enshrined in Article 14 of the Constitution, which implies equal pay for work of equal value."*

20. The facts of the present case exhibit that even though the petitioner had signed the documents of temporary appointment this does not exempt the employer from the mandate of legal

provisions. The Hon'ble High Court of Delhi in **M.C. of Delhi vs. Pradeep Rana & other** has held in para No. 8 to 15 as follows:

" 8. Falling back to the present case, the learned Industrial Tribunal in the Award delivered the findings that the respondents were engaged on contractual basis through proper selection procedure including interview, police verification and medical examination for performing a permanent and perennial nature of job in the sphere of public health; that the respondents had been doing work on regular and permanent basis for a period of as long as 13 years, despite which they continued as contractual employees while their regularly recruited counterparts were performing the same job and getting higher salary in pay scale according to law; and that the present appellant has been indulging in unfair labour practice by depriving the present respondents status and privileges of regular and permanent employees. The learned Industrial Tribunal placed reliance on the judgments in the cases titled Chief Conservative of Forests v. Jagannath Maruti Kondhari & ors., and Project Dir. Dep. of Rural Development v. Its Workmen, and held that non-regularization of services of the present respondents amounted to unfair labour practice, so they are entitled to regularization on their respective posts from the date of their initial joining. 9. In the order impugned before us, the learned Single Judge after elaborate examination of the relevant legal and factual matrix upheld the Award passed by the learned Industrial Tribunal, observing thus:

"61. It admitted position that the respondents were selected through a proper procedure, had continuously worked on their respective job positions for a long period of time, done similar work as that of the regularized employee and paid wages lesser than the regularized employee.

62. Upon perusal of the aforementioned judicial dicta and taking into account the factual matrix of the instant case, this Court is of the view that the learned Tribunal correctly held that the respondent workmen have been working for a long period against the sanctioned posts for which the recruitment was conducted by following the due procedure, therefore, the respondent workmen are entitled for regularization of their services.

63. It is observed by this Court that while there is no fundamental right to regularization, employees who have been working for a number of years and whose services are needed must be considered sympathetically for grant of regularization. With regard to the facts of the instant case, the respondent workmen are performing functions for the petitioner which is similar to the functions performed by the regular employees working with the petitioner. In light of the said fact, the continuous nature of the employment of the respondent-workmen suggests a de facto regularization.

64. This Court is of the view that the services of the respondent-workmen must be regularized in orderto prevent their exploitation and unfair labour practices. The premise of the same lies in the fact that regularizing long-term temporary workers not only benefits the employees but also contributes to the overall efficiency and effectiveness of the organization.

65. In view of the foregoing paragraphs, it is stated that the learned Tribunal rightly held that the respondent workman in the instant batch of petitions meet the conditions to be entitled to be regularized as they have been employed for a long

period, performing work similar to the regular employees of the petitioner, and their recruitment was not through any irregular or illegal means which is against the constitutional scheme.

66. *The petitioner has contested before this Court that by granting regularization to the respondent workmen, the petitioner will suffer from financial hardships. With regard to the same, this Court is of the view that while economic considerations are important, they should not override the fundamental principles of fairness and justice in labour practices. Therefore, the contention of the petitioner with respect to the financial hardship is legally untenable and thus, rejected.*

67. *In view of the aforesaid discussions on facts and law, it is held that the respondent workmen in the batch of petition are entitled to be regularized at their respective positions at which they were employed from the date as specified by the learned Tribunal."*

10. *Interestingly, on the one hand the appellant seeks protection under the umbrella of Umadevi doctrine, while on the other hand, they have been flagrantly flouting the same doctrine having taken not even one time measure to regularize services of such contractual employees. Rather, the respondents were engaged on contractual basis in second half of the year 2010, by which time the Umadevi doctrine of the year 2006 had already come in existence.*

11. *The arguments of the appellant side to the effect that the respondents voluntarily got engaged themselves on contractual basis with full awareness of it not being regular appointment, must fail on anvil of fairness. We cannot ignore that a person in dire need of employment and livelihood would accept whatever lawfully comes his way, as he has no choice.*

12. *As mentioned above, present is not a case where the employees have approached this court through writ action, seeking regularization of their services. The respondents herein, being workmen, raised industrial dispute on the allegation that the appellant had been indulged in unfair labour practice by keeping the respondents in job on temporary basis since the year 2010 and the industrial adjudicator on the basis of evidence adduced during trial arrived at a finding in that regard against the appellant. There is no dispute that the engagement of the respondents in the year 2010 was against sanctioned posts. Also admittedly, the respondents were engaged as contractual workers through a selection process pursuant to an advertisement, so it is not a case where the respondents were engaged surreptitiously, thereby depriving the members of general public, willing to complete. It also cannot be denied that the job of Malaria control and public health issues are perennial in nature and requirement to man those posts of Assistant Malaria Inspector continues till date. It is also no-body'e case that the respondents do not possess the requisite qualifications for the job in question.*

13. *The respondents were engaged on contractual basis in the year 2010 and continue to be paid remuneration much lesser than their counterparts performing same function with same working hours. The appellant has brought forth not even a whiff to justify their failure to fill the regular posts in past more than a decade if the respondents had been engaged only for a short time till filling up the regular posts. Admittedly, till date a number of regular posts are lying vacant; and ironically on the other hand, the respondents performing the same*

job continue on temporary basis for the past more than a decade with sword of uncertainty hanging over their head.

14. *We are of the considered view that once the learned Industrial Tribunal arrived at a finding that the appellant was indulging in unfair labour practice, the Tribunal was completely justified in directing the appellant to regularize the respondents and in that regard, the appellant has failed to show any reason for us to interfere with the discretion exercised by the learned Tribunal.*

15. *We are unable to find any infirmity in the impugned order, therefore, the same is upheld and the appeal as well as the pending application are dismissed."*

21. In these circumstances of this case the respondent management has flouted basic principle of Industrial Disputes Act which has led to the violation of the fundamental rights of the petitioners. The Management followed unfair labour practice while appointed petitioners on temporary basis. Petitioners were working through different school sessions and being employed on temporary basis or 89 days contract, they continued to work uninterruptedly for number of years. Financial and social standing of the workmen limited their choices as they were in need of livelihood to support their family. No reason has been cited by the management to deprive the petitioners for their regular employment. The policy prepared by the respondent No.1 was clear violation of fundamental right of the petitioners and the provisions of Industrial Disputes Act amounting to unfair labour practice. In these circumstances, the petitioners are entitled to regularization in service on the respective posts of driver and watchman on completion of five years continuous service in five sessions of school in the regular pay scale with all consequential benefit, monetary and otherwise. The seniority will be counted from the date of their initially appointment whether on contractual basis or not and regularization be effected from the date of completion of 5 years of continuous service with the respondent. They are entitled to the principle of equal pay for equal work from the date of their regularization in the regular pay scale of drivers/ Class-D employees of the respondent management. This demand for regularization of the petitioners is partly allowed.

Issues No. 2 & 3

22. The onus of proving these issues was on the respondents. There is no evidence on record to show that the petitioner did not approach the court with clean hands and suppressed material facts. The reference has been referred to the Court for adjudication and the respondent has violated the provisions of the Industrial Disputes Act, 1947. Accordingly the present claim petition is maintainable and issues no. 2 and 3 are decided in the favour of the petitioner and against the respondents.

Relief

23. In view of my discussion on the issue no. 1 above, the petitioners are entitled to regularization in service on the respective posts of driver and watchman on completion of five years continuous service in five sessions of school in the regular pay scale with all consequential benefits, monetary and otherwise. The seniority will be counted from the date of their initially appointment whether on contractual basis or not and regularization be effected from the date of completion of 5 years of continuous service with the respondent. They are entitled to the principle of equal pay for equal work from the date of their regularization in the regular pay scale of drivers/Class-D employees of the respondent management. Parties are left to bear their costs.

24. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 13/2020

Date of Institution : 21.01.2020

Date of Decision : 30.5.2025

The Pradhan/Secretary, Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P. HQ Ram Chowk, Guggar, District Kangra, H.P. . . *Petitioner*.

Versus

1. The Chairman/Secretary, DAV College Managing Committee, Chitr Gupt Road, New Delhi.

2. The Principal, Senior Secondary Public School, Baghani, Tehsil Nurpur, District Kangra, H.P. . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. A.R. and

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. M.G. Thakur, Ld. Adv.

AWARD

The following reference has been received by this court for adjudication by the appropriate Authority/Deputy Labour Commissioner:

"Whether the miscellaneous demands raised *vide* demand notice dated 02.12.2018 (copy enclosed) by the Pradhan/Secretary, Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P. HQ Ram Chowk, Guggar, District Kangra, H.P. to be fulfilled by (i) the Chairman/Secretary, DAV College Managing Committee, Chitr Gupt Road, New Delhi-110055, (ii) the Principal, Senior Secondary Public School, Baghani, Tehsil Nurpur, District Kangra, H.P. is legal and justified? If yes, what monetary and other consequential services benefits from which date, the concerned workmen are entitled to from the above employer/ management under the provisions of the various Labour Statutes?"

2. The case of the claimants in brief as stated in the claim petition are that the 15 petitioners who are working in the capacity of Drivers with the respondent institution are the permanent member of union i.e. Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P. HQ Ram Chowk, Guggar, District Kangra, H.P. Meeting of the union was held on 03.06.2018 at Kotla, Tehsil Jawali thereafter again meeting of the union has ben held on 25.11.2018 under the chairmanship of Pradhan Sh. Krishan Chand vide which resolution No. 7 was passed and demand charter was sent to the respondents regarding different demands of union. Copy of the same was forwarded to the Labour Inspector, Nurpur and Smt. Madhu Sharma, General Secretary, Himachal Pradesh Private School Evam Karamchary Sangh, Head Officer Guggar, Tehsil Palampur, District Kangra, H.P. The Conciliation Officer initiated the conciliation proceedings and tried to settle the dispute amicably but failed. Failure report was sent to the appropriate Government for further necessary action and after careful examination of the fact and record the appropriate Government sent the dispute for adjudication to this Court. *Vide* demand charter/notice dated 02.12.2018 the union has raised 14 demands which are as under:

(i) the drivers and conductors who have completed 5 years continue services should be regularized in the regular pay scale and be also paid arrears of 12% interest.

(ii) School Management has not given benefit of earned leave, casual leave, sick leave and festival holiday thus, the members of union are entitled to above said demands with immediate effect and earned leave should be credited in their account since when the 15 drivers are serving in the school institution.

(iii) School Management Union has 18 buses for brining as well as for returning of children which they are charging fare from the children hence, school transport comes under the definition of industry and Payment of Bonus Act, 1965 is also applicable. Thus the drivers and conductors are entitled for bonus in accordance with Section 10 of the Act along with arrears @12% interest.

(iv) The school management should provide uniform in a summer and winter season twice in a year of 15 drivers while presently only one uniform is been provided in a year.

(v) Seniority list should be provided of all the 15 drivers.

(vi) All teaching and non-teaching staff should be provided copy of existing pay scale.

(vii) Till the time all the 15 drivers are not regularized in the regular pay scale, they are entitled to equal pay of Rs. 11,500/- per month like other drivers i.e. Sh. Nirmal Singh, Onkar Singh and Kulbir Singh.

(viii) All Drivers should be directed not to work more than 8 hours in a day and other otherwise which he should be paid overtime of duty.

(ix) All 15 drivers should be given duty in the bus where they are serving, and they should not be directed to drive other buses.

(x) Whenever driver have to go on leave then the management should provide alternative drivers in that situation. Driver should not be directed to supply substitutes.

(xi) Due to shortage of buses the union should be provided new buses for the children to prevent any overloading and mis-happening.

(xii) The union members be provided 50% fee relaxation for the children of 15 drivers like teaching and non-teaching staff.

(xiii) All the 15 drivers' salary should be increased 20% per annum *w.e.f.* 01.01.2019 till their regularization on regular pay scale.

(xiv) the Union be provided with service rule of DAV and any of drivers be not transferred, pressurised, victimized and terminated/retrenched/dismissed from service after demand notice.

3. It is submitted that the appropriate government has sent the reference to this Court to adjudicate the demands mentioned in demand notice dated 02.12.2018, therefore the demands raised in the demand notice dated 02.12.2018 and mentioned in para No.3 above be read as part and parcel of this statement of claim and apart from above demand the petitioners/union does not want to raise any other demand. The complete details of 15 drivers are mentioned in para No. 5 of the statement of claim.

4. It is submitted that the respondent No.1 is competent authority to make the policy for recruitment and regularization of the services of the temporary and ad-hoc basis employees either teaching or non-teaching staff from time to time and place them in regular pay scale as fixed by the respondent No.1 which is applicable to all the DAV institutions working /functioning under the respondent No.1 including respondent No.2 institution DAV Sr. Secondary Public School, Baghani. The teaching and non-teaching staff have been appointed on regular basis on regular pay scale after completion of 3 to 4 years temporary/adhoc service but respondent No. 2 deliberately did not regularize the services of all the 15 petitioners who have completed more than period fixed by the State Government for regularization. Similar reference has already been decided by the Labour Court in reference No. 261 of 2013 against the respondent No.1 of their employees of DAV Ambota. It is alleged that Act and conduct of the respondents amounts to unfair labour practice. The act of the respondent to not fulfil the demands raised vide demand notice dated 02.12.2018 is highly unjustified, arbitrary, unconstitutional and against the mandatory provisions of the Industrial Disputes Act, 1947 as well as against the service rules of the respondents institution. It is prayed that the claim may be allowed and demands raised vide demand notice may be accepted in totality and respondent be directed to regularize the services of 15 workmen as per patron or policy of the institution and pay them regular pay scale after completion of 5 year service and also pay all arrears along-with 12% interest from due date till the date of regularization in the pay scale along-with bonus as per rules.

5. In reply respondents have raised preliminary objection qua maintainability, cause of action, suppression of material facts, union of the petitioners not being legally registered and duly authorised body and reference being beyond jurisdiction of this tribunal. On merits, it is admitted that all the 15 petitioners are working in the school on temporary basis/89 days basis. Karamchari Sangh is not a recognized body under the Indian Trade Union Act, and it has no authority to represent the workmen. The list of workmen of the union along with counter file in respect of subscription paid by them to the Union for the last two years are not attached. It is also asserted that the drivers and cleaners are appointed on 89 days/temporary basis in the school. On sessions basis vacant posts are advertised in the National and Local Newspaper. Appointment letter/ agreement letter is till the completion of in the clause 1 and 2 of the appointment/agreement letter which is reproduced as under:—

> *"It should be clearly understood that your appointment is being made on contractual basis for a fixed period as stated in the appointment/agreement. Your contractual appointment will automatically come to an end on the expiry of the specified period and no notice pay or retrenchment compensation will be payable to you by the management.*
>
> *Since your appointment being made for a specified period, you will neither have any right nor a lien on the job held by you. Also you will not claim regular employment even if there is such a vacancy for the post held by you or otherwise."*

6. It is further submitted that a relieving order is served to the temporary staff, employed on 89 days basis, after completion of academic session. Copy of decision made by the Hon'ble Apex Court in respect of **T.M.A Pal Foundation Vs. State of Karnataka reported in (2002) 8SCC 481 and in (2005) 6 SCC 537, titled P.A. Inamdar Vs State of Maharashtra** is produced wherein it is clearly mentioned " In the case of unaided private schools, maximum autonomy has to be with the management with regard to administration including the right of appointment, disciplinary powers, admission of the students and fee to be charged". It is further submitted that the holidays to the drivers and cleaners are granted as per the rules of Himachal Road Transport Corporation wherein it is clearly mentioned that the contractual drivers and cleaners are admissible for only three gazetted holidays. Regarding these three gazetted holidays the school also pays full wages to the above mentioned contractual employees for all summer vacations, winter vacations, festivals holidays including Diwali, Holi, Lohri and Dusshera. It is asserted that the provisions of Section 32 (v)(b) of the Payment of Bonus Act, 1965 does not cover educational institutions, employees, Universities and other education institution. It is asserted that the school regularly provides two uniforms to the drivers and cleaners along-with sweater. It is asserted that the drivers and cleaners are appointed from time to time on contractual basis for the specific period and on expiry of the contract, they are relieved from their services. In case, the drivers are required, depending upon the requirement, the positions are advertised in the daily news-paper and they are appointed on daily wages as fixed by the department of Labour and Employment. The drivers perform their duty for two hours in the morning for picking up the students and two hours in the evening for dropping back the students from the school. Affidavit as a consent has been given by the drivers and the cleaners to the school wherein they have admitted that they will perform duty as mentioned above. Clause V of the agreement between the Management and Workmen shows that management has right to transfer them for work and to loan their services to any other unit of site for work, either at present or any time in future. It is submitted that the presently school has a fleet of 22 school buses for picking and dropping the students back from their destinations. The

allegations made by the Union are alleged to be false, incorrect and baseless. School always follows the rules and regulations of Himachal Government and there is no overloading. It is asserted that the students are granted tuition fee concessions under the Right to Education Act, 2009 as per norms of DAV CMC, New Dehli. It is asserted that there are no instructions /direction from the Director of Elementary Education/Government regarding fee concession and transport charges in the school besides Right to Education Act, 2009. It is asserted that the school is purely private institution and does not receive any grant-in-aid from Government of Himachal Pradesh and Central Govt. All the workmen are paid minimum wages as settled by the Department of Labour and Employment under its notification of private educational institution along-with EPF, Gratuity and ESCI facility. It is submitted that the demand raised by the petitioner does not fall under the Industrial Disputes Act. It is also submitted that as per the DAV CMC norms a budget estimate is finalized in sessions and provision of new or existing post is made in budget and proper advertisements are published in three daily newspaper for inviting an application. An interview is conducted by the competent authority for advertised posts. The regular post is filled up against only the regular post. The posts of drivers and cleaners are made temporary/ contractual basis / 89 days basis since the inception of the school. It is prayed that the claim is devoid of any merit and the same have been raised with malafide intentions to harass the respondent and deserves to be dismissed.

7. In rejoinder the preliminary objections raised by the respondent were denied and the facts stated in the claim petition were reasserted and reaffirmed and it is prayed that the present claim deserves to be allowed.

8. On the basis of the pleadings of the parties, the following issues were framed on 26.12.2022 for adjudication and determination:—

1. Whether the demands raised *vide* demand notice dated 02.12.2018 by the Pradhan/Secretary, Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, are illegal and unjustified? . . *OPP*.

2. If issue No.1 is proved in affirmative, to what relief, the petitioner is entitled to? . . *OPP*.

3. Whether the claim petition is not maintainable, as alleged? . . *OPR*.

4. Whether the petitioners have no cause of action to file the claim, as alleged? . . *OPR*.

5. Whether the petitioner has not approached to this Court with clean hands, as alleged. If so, its effect? . . *OPR*.

6. Whether the petitioner has no jurisdiction to file the claim before this Court, as alleged? . . *OPR*.

Relief

9. Petitioners in order to prove their case have examined Sh. Krishan Chand the then Pradhan/Secretary, Himachal Pradesh Private School Evem Karamchari Sangh, Branch MCM

DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P., HQ Ram Chowk, Guggar, District Kangra, H.P. by way of affidavit Ext. PW-1 wherein he has reiterated the demands made by the union and also produced on record copy of resolution dated 03.06.2018 Ext. PW1/A, copy of resolution dated 25.11.2018 Ext. PW1-B and copy of demand notice 02.12.2018 Ext. PW1/C. Petitioner also examined Sh. Sudarshan Singh, UDC c/o Principal Sr. Sec. School Baghani, Tehsil Nurpur, District Kangra, H.P. as PW2. He has produced copy of chapter 9 of bye-laws selection and recruitment of staff Ext. P-1, salary bill of daily wagers for the month of November, 2018 Ext. P-2, salary bill of daily wagers for the month of May, 2019 Ext. P-3, salary bill of daily wagers for the month of January, 2020 Ext. P-4, salary bill of regular employees for the month of November 2018 Ext. P-5, salary bill of regular employees for the month of May 2019 Ext. P-6, salary bill of regular employees for the month of January 2020 Ext. P-7 and certificate dated 14.12.2023 Ext. P-8.

10. Respondent has examined Shri M.R. Rana, Principal, MCM DAV Senior Secondary School Baghani, Tehsil Nurpur by way of affidavit Ext. RW1/A. He has reiterated the facts stated in the reply and also produced on record copy of letter dated 19.06.2020 Ext. RW1/B, copy of letter dated 05.04.2019 Ext. RW1/C, appointment letters Ext. RW1/D to Ext. RW1/K, letter dated 19.06.2020 Ext. RW1/L, letter dated 5.4.2019 Ext. RW1/M, appointment letters Ext. RW1/N to Ext. RW1/Q, letter dated 31.03.2021 Ext. RW1/R, office orders Ext. RW1/S to Ext. RW1/X, HRTC holidays notification Mark-R1, notification dated 21st July, 2020 Ext. RW1/Z, affidavit Mark-R2 and DAV Bye-Laws Ext. RW1/Z1.

11. I have heard the learned Counsel for both the parties at length and records perused.

12. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	No
Issue No. 2	:	Decided accordingly
Issue No. 3	:	No
Issue No. 4	:	No
Issue No. 5	:	No
Issue No. 6	:	No
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 & 2

13. The point of reference is whether the demands raised vide demand notice dated 02.12.2018 are legal and justified. This claim is filed by the Pradhan, Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani. Respondents plead that union of petitioners is not legally registered and duly authorised body. Petitioners have however, produced the copy of resolution Ext. PW1/A, Ex. PW1/B, demand notice Ext. PW1/C. The objection regarding locus standi of petitioners admittedly not raised before the

labour commissioner as this objection has not formed terms of reference. It is admitted by RW1 Sh. M.R. Rana that reference has not been challenged before the Hon'ble High Court. In case, respondent had any objection with regard to the terms of reference and competency of the petitioners demands raised by the union through its Pradhan the terms of reference were not assailed. Hence now the demands raised through the union are to be considered in terms of reference.

14. Petitioner's main demand is qua regularization of those drivers who have completed a continuous service of 5 years. Respondents have argued that provisions of Industrial Disputes Act, 1947 are not attracted to respondents as respondents are running unaided educational institution. Learned counsel for the respondents has vehemently argued that Hon'ble Supreme Court has strictly laid down that action of the State in regulating , controlling , admission, interfering in the fee structure would be an encroachment on the autonomy of such institution. Learned counsel for the respondent has referred to findings of the **Hon'ble Supreme Court of India in T.M.A Pai Foundation Vs. State of Karnataka 2002 8 SCC 448** wherein Hon'ble Supreme Court has laid down in Para No. 54 as follows:

> "*54. The right to establish an educational institution can be regulated; but such regulatory measures must, in general, be to ensure the maintenance of proper academic standards, atmosphere and infrastructure (including qualified staff) and the prevention of mal-administration by those in charge of management. The fixing of a rigid fee structure, dictating the formation and composition of a government body, compulsory nomination of teachers and staff for appointment or nominating students for admissions would be unacceptable restrictions."*

15. The above precedent was emphasised by the Hon'ble Supreme Court in **P.A. Inamdar & Ors Vs. State of Maharashtra & Ors AIR 2005 Supreme Court 3226.** Learned counsel for the respondents has asserted that in view of above findings of the Hon'ble Supreme Court State cannot make regulatory measures to control the recruitment of staff of un-aided educational institutions. He also submitted that the educational institution is not a profit making industry and petitioners do not fall within the definition of "workmen" under Industrial Disputes Act, 1947.

16. On the contrary learned counsel for the petitioner has vehemently argued that educational institutions are within the ambit of "Industry" and drivers and conductors working therein are "workmen" within the purview of the Industrial Disputes Act." The above precedent do not exempt even unaided educational institution from compliance of the provisions of the Industrial Disputes Act and do not provide liberty to indulge in unfair labour practice.

17. The Hon'ble Supreme Court in **Raj Kumar Vs. Director of Education & Ors Civil Appeal No. 1020 of 2011** has however, made clear the distinction between the employees of educational institution and "workmen". The **Hon'ble Supreme Court** has laid down in Para No. 16, 17, 18 and 19 as follows:

> "*16. Mr. A.T.M. Sampath, the learned counsel appearing on behalf of the appellant contends that in the instant case, the appellant is a permanent employee of the school and thus, he is not a 'workman' for the purposes of the ID Act. His services are covered instead, under Sections 2(h), 8(2) and 10 of the DSE Act, and thus, his services cannot be retrenched under Section 25F of the ID Act. Reliance is placed on the decision of this Court in the case of **Miss A. Sundarambal** v. **Govt. of Goa, Daman & Diu and Ors.3**, wherein this Court has laid down the legal principle that while educational institutions come within the ambit of 'industry', a teacher is not 'workman' for the purpose of the ID Act. The learned counsel submits that using the*

analogy, the driver of the school would also be not a 'workman' for the purpose of the ID Act, rather would come within the ambit of the term 'employee' as defined under Section 2(h) of the DSE Act.

17. *On the other hand, Mr. S.S. Ray, the learned counsel appearing on behalf of the respondent-School contends that the appellant is squarely covered under the definition of 'workman' under the ID Act as well as the definition of 'employee' under the DSE Act. The learned counsel places strong reliance on the decision of this Court in the case of* ***A Sundarambal*** *(supra), wherein this Court held that teachers are not workmen for the purpose of the ID Act, though educational institutions are industry in terms of Section 2(j) of the ID Act.*

18. *We are unable to agree with the contention advanced by the learned counsel appearing onbehalf of the appellant. The question 'who is a workman' has been well settled by various judgments of this Court. In the case of* ***H.R. Adyanthaya*** *v.* ***Sandoz (India) Ltd4,*** *a Constitution Bench of this Court has held as under:*

".We thus have three Judge Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories, viz, manual, clerical, supervisory or technical and two two-judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-judge Bench decisions which have without referring to the decisions in May & Baker, WIMCO and Bunnah Shell cases (supra) have taken the other view which was expressly negatived, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the ID Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation." (emphasis laid by this Court)

19. *The issue whether educational institution is an 'industry', and its employees are 'workmen' for the purpose of the ID Act has been answered by a Seven-judge Bench of this Court way back in the year 1978 in the case of* ***Bangalore Water Supply*** *(supra). It was held that educational institution is an industry in terms of Section 2(j) of the ID Act, though not all of its employees are workmen. It was held as under:*

"The premises relied on is that the bulk of the employees in the university is the teaching community. Teachers are not workmen and cannot raise disputes under the Act. The subordinate staff being only a minor category of insignificant numbers, the institution must be excluded, going by the predominant character test. It is one thing to say that an institution is not an industry. It is altogether another thinking to say that a large number of its employees are not 'workmen' and cannot therefore avail of the benefits of the Act so the institution ceases to be an industry. The test is not the predominant number of employees entitled to enjoy the benefits of the Act. The true test is the predominant nature of the activity In the case of the university or an educational institution, the nature of the activity is, ex hypothesis, education which is a service to the community. Ergo, the university is an industry. The error has crept in, if we may so say with great respect, in mixing up the numerical strength of the personnel with the nature of the activity. Secondly there are a number of other activities of the University

Administration, demonstrably industrial which are severable although ancillary to the main cultural enterprise. For instance, a university may have a large printing press as a separate but considerable establishment. It may have a large fleet of transport buses with an army of running staff. It may have a tremendous administrative strength of officers and clerical cadres. It may have karamchari of various hues. As the Corporation of Nagpur has effectively ruled, these operations, viewed in severalty or collectively, may be treated as industry. It would be strange, indeed, if a university has 50 transport buses, hiring drivers, conductors, cleaners and workshop technicians. How are they to be denied the benefits of the Act, especially when their work is separable from academic teaching, merely because the buses are owned by the same corporate personality? We find, with all defence, little force in this process of nullification of the industrial character of the University's multi-form operations." (emphasis laid by this Court)

A perusal of the abovementioned two judgments clearly shows that a driver employed by a school, being a skilled person, is a workman for the purpose of the ID Act. Point No.1 is answered accordingly in favor of the respondents. The provisions of ID Act are applicable to the facts of the present case".

18. The above pronouncement has settled that the drivers working in educational institution are workmen within the ambit of the Industrial Disputes Act 1947.

19. The points raised by the learned counsel for the respondent with respect to the non interference by the State in the matter of recruitment of employees and conditions of employment unaided educational institution like that of the respondent was also discussed by the Hon'ble Supreme Court in **Raj Kumar (Supra)** and it was observed in para No. 33 as follows:

*"While the functioning of both aided and un aided educational institutions must be free from necessary governmental interference, the same needs to be reconciled with the conditions of employment of the employees of these institutions and provision of adequate precautions to safeguard their interests. Section 8(2) of the DSE Act is one such precautionary safeguard which needs to be followed to ensure that employees of educational institutions do not suffer unfair treatment at the hands of the management. The Division Bench of the Delhi High Court, while striking down Section 8(2) of the DSE Act in the case of **Kathuria Public School** (supra) has not correctly applied the law laid down in the case of **Katra Educational Society** (supra), wherein a Constitution Bench of this Court, with reference to provision similar to Section 8(2) of the DSE Act and keeping in view the object of regulation of an aided or unaided recognised school, has held that the regulation of the service conditions of the employees of private recognized schools is required to be controlled by educational authorities and the state legislature is empowered to legislate such provision in the DSE Act. The Division Bench wrongly relied upon that part of the judgment in the case of **Katra Education Society** (supra) which dealt with Article 14 of the Constitution and aided and unaided educational institutions, which had no bearing on the fact situation therein. Further, the reliance placed upon the decision of this Court in the case of **Frank Anthony Public School Employees Association** v. **Union of India & Ors.** is also misplaced as the institution under consideration in that case was a religious minority institution. The reliance placed by the learned counsel appearing on behalf of the respondents on the case of **TMA Pai** (supra) is also misplaced as the same has no bearing on the facts of the instant case, for the reasons discussed supra."*

20. Thus the legal position is clear qua applicability of Industrial Disputes Act, 1947 with respect to the condition of employment of drivers/peon in unaided educational institution also. The

rules made by governing body of educational institutions cannot justify the unfair labour practice being followed in guise of autonomy with respect to employees identified as "workmen". Learned counsel for the petitioner has submitted that respondent had deliberately appointed drivers and conductors for small interval of time and by giving them intentional breaks shown them to be i.e. re-employed again for small period. Not only this the condition of the service were changed without notice. All these measure were deliberately taken to prevent the benefit of continuous service in favour of the petitioners even though other class-4/D employees are appointed on regular basis. This is violation of Section 9-A of Industrial Disputes Act and unfair labour practice on the part of respondents which has led to exploitation of the petitioners despite dedicating long period of continuous service with the respondents institution. The learned counsel for the petitioner has pointed out **schedule 5 entries no. 10** of the Industrial Disputes Act which reads as follows:

"*10. To employ workmen as "badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen.*"

21. In the light of above it is important to peruse cross-examination of the respondent No. 2 Sh. M.R. Rana, Principal, MCM DAV Senior Secondary School Baghani. He has admitted that drivers and conductors who have put forward demand of regularization and other demands are the employees of the management. Though he asserts that these are employees on contractual basis and the policy to appoint employees on contractual basis is made by the DAV Managing Committee. He admits that 24 buses of the school are working every day. He stated that drivers and conductors in the school are working since the year 2006. He admits that supervision and control of these employees is with the management. He denied that increment was given to the contractual employees. He denies that appointment of employees on new contract time and again is unfair labour practice. The documents of Respondent Ext. RW1/B to Ext. RW1/X show that the drivers were appointed on contractual period of 89 days at a time and as admitted by the RW1 Sh. M.R. Rana they continued to work in this manner for years altogether with no additional benefit of continuous service. This act on the part of respondent squarely falls under the definition of unfair labour practice under schedule 5 entry 10 and is violation of provisions of the I.D. Act.

22. The policy of selection and recruitment of staff **RW1/Z1, Ext.P-1 entry No. 9.17** is as follows:

"*9.17 Temporary Appointment: to meet exigencies, temporary /contractual appointments are made by the schools so that there may be no disturbance in the course of the academic session. Temporary appointments are made for both teaching and non-teaching staff members. From the point of view of DAV, Temporary appointments are of three types –(i) Temporary appointments up to 89 days, (ii) Contractual appointment for one academic session and (iii) Contractual appointment for more than one academic session but up to or less than three years. No contractual appointment can be extended beyond the expiry of contract period. Contractual appointments can be made only up to a maximum of three years. Temporary appointments up to 89 days may be got approved at Chairman/Regional Director level; and may later be informed to the DAV CMC Office for record. Contractual appointments for one session or upto three years can be made only through the Adhoc Selection Committee. If an incumbent is later appointed on regular basis then at the time of his/her retirement / resignation/voluntary retirement, the period of temporary appointment is also considered towards the qualifying service for calculation of gratuity subject to the condition that there is no break in service between the period of temporary appointment and joining on probation basis. Only Causal Leaves, as admissible under the rules, are granted during the period of temporary / contractual appointment. Temporary/Contractual appointments may be made on a consolidated salary or on a*

pay-scale with allowances, as deemed fit by the Adhoc Selection Committee. Budget Provision must be made in the respective session if the contractual appointments are to be made for more than 89 days."

23. It appear that petitioners were being appointed temporary basis for more than 3 years in violation of entry No. 9.17 also.

24. Though learned counsel for the respondent has argued that there is no policy of regular appointment made by DAV CMC Delhi but entry No. 9.17 does not disregard such appointment but explicitly makes provisions for regular appointed and count the period of temporary appointment for qualifying for regular service. Not only this there is a specific provision of annual increment to all staff members. Thus the specific provisions of the policy framed do not deny regular services as alleged by the respondents. Entry No. **9.4** reads as follows:

"Approval for formation of adhoc selection committee: No regular/contractual appointment, except the temporary appointments for 89 days or regular appointments of Class IV staff, can be made unless and until the candidate is interviewed by the Adhoc Selection Committee, duly approved by the DAV CMC. However, the regular appointment of Class IV staff should be made only if it is unavoidable; otherwise the appointments of Class IV Staff should be outsourced only on contractual basis through Agency. As such, the Adhoc Selection Committee must be got approved by the DAV CMC by proposing it on the prescribed Proforma at Appendix 9-b . It is advisable that the schools get it approved by the DAV CMC well before the commencement of each academic session."

25. RW1 Sh. M.R. Rana has admitted that before appointment the vacancies are advertised, applications are called for and interview is conducted. After verification of documents appointment is given. Thus if the appointment of petitioner was temporary only then why the selection procedure as provided in the policy have been followed. The salary bill Ex. P-5 shows that Class-IV employees *i.e.* Ayas, Mali are also employed on regular pay scale. The entry No. 9.4 provides for outsource of employees on contract basis but the petitioner have been employed on temporary basis for more than 3 years and it is admitted that they work under direct control and supervision of the management. There is employer employee relationship between the management and the petitioner.

26. The Hon'ble Supreme Court in **ONGC LTD Vs. Petroleum Coal Labour Union 2015(146)FLR 443** held in para No. 40 as follows:

"*40. Further, it has been contended by the learned senior Counsel on behalf of the Corporation that in the absence of any plea taken by the workmen in their claim statement regarding unfair labour practice being committed by the Corporation against the concerned workmen, the learned Single Judge and the Division Bench ought not to have entertained the said plea as it is a well settled principle of law that such plea must be pleaded and established by a party which relies before the Tribunal. In support of the above contention reliance was placed by him on the decision of this Court in Siemens Limited and another v. Siemens Employees Union and another. The said contention of the learned senior Counsel on behalf of the Corporation is wholly untenable in law and the reliance placed on the aforesaid case is misplaced for the reason that it is an undisputed fact that the workmen have been appointed on term basis vide memorandum of appointment issued to each one of the concerned workmen in the year 1988 by the Corporation who continued their services for several years. Thereafter, they were denied their legitimate right to be regularized in the permanent posts of the Corporation. The said fact was duly noted by the High Court as per the*

contention urged on behalf of the Corporation and held on the basis of facts and evidence on record that the same attracts entry Item No.10 of the Schedule V of the Act, in employing the concerned workmen as temporary employees against permanent posts who have been doing perennial nature of work and continuing them as such for number of years. We affirm the same as it is a clear case of an unfair labour practice on the part of the Corporation as defined under Section 2(ra) of the Act, which is statutorily prohibited under Section 25-T of the Act and the said action of the Corporation warrants penalty to be imposed upon it under section 25-U of the Act"

27. Learned counsel for the respondent has argued that the Court has no jurisdiction to order the regularization of workmen specially when there is no regularization policy in respect of drivers with specific directions from DAV Managing Committee that hence-forth no employment of Class-D employees would be made on regular basis. Regularization cannot be granted merely on the basis of number of years of service rendered by the petitioners. The **Hon'ble Supreme Court in ONGC Vs. Krishan Gopal, (2021) 18 SCC 707** has held as follows:

" *28. The following propositions would emerge upon analysing the above decisions:*

8.1. wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularization, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution.

28.2 The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances were the employer has indulged in a unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages.

28.3 The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service.

28.4. Where an employer has regularized similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit on a part with the workmen who have been regularized to made a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14.

28.5 In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of Vth Schedule to the I.D. Act. The employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen."

28. RW1 Sh. M.R. Rana has admitted that before appointment of workers various vacancies are advertised, after receiving the application, the applicants are called for interview. Interview committee is formed by the management which also verified all the documents of applicant. At that time the category of vacancies are not shown. He asserts that category is exhibited in the appointment letter. He admits that drivers and contractors are employees of the management. He also admitted that policy of appointing the drivers and contractors on contractual basis is made by the DAV Managing Committee. He admits that there are 24 buses regularly working in the school on daily basis. He clearly states that since 2006 drivers and conductors are

working on contractual / outsource basis only. As mentioned above the documents of respondent show that other class D employee are employed on regular basis also.

29. The above evidence reveal that the post of drivers and conductors/helpers existed in the respondent institution since the year 2006 and buses are regularly operating since 2006 during all academic sessions and despite this fact, the management has appointed drivers and conductors on contractual/temporary basis time and again and thus deprive them of benefit available to the similarly situated employees i.e. Ayas and Mali working in school on regular basis. The Hon'ble Supreme Court in **Sheo Narain Nagar & other vs. State of U.P. & Anr (2018)13 SCC 432** has held in para No.7 as under:

> "*7. When we consider the prevailing scenario, it is painful to note that the decision in Uma Devi (Supra) has not been properly understood and rather wrongly applied by various State Governments. We have called for the date in the instant case to ensure as to how many employees were working on contract basis or ad-hoc basis or daily wage basis in different State departments. We can take judicial notice that widely aforesaid practice is being continued. Though this Court has emphasised that incumbents should be appointed on regular basis as per rules but new devise of making appointment on contract basis has been adopted, employment is offered on daily wage basis etc. in exploitative form. This situation was not envisaged by Uma Devi (supra). The prime intendment of the decision was that the employment process should be by fair means and not by back door entry and in the available pay scale. That spirit of the Uma Devi (supra) has been ignored and conveniently over looked by various State Governments/authorities. We regretfully make the observation that Uma Devi (supra) has not been implemented in its true spirit and has not been followed in its pith and substance. It is being used only as a tool for not regularizing the services of incumbents. They are being continued in service without payment of due salary for which they are entitled on the basis of a Article 14, 16 read with Article 34 (1) (d) of the Constitution of India as if they have no constitutional protection as envisaged in D.S. Nakra v. Union of India, AIR 1983 SC 130 from cradle to grave. In heydays of life they are serving on exploitative terms with no guarantee of livelihood to be continued and in old age they are going to be destitute, there being no provision for pension, retiral benefits etc. There is clear contravention of constitutional provisions and aspiration of down trodden class. They do have equal rights and to make them equals they require protection and cannot be dealt with arbitrarily. The kind of treatment meted out is not only bad but equally unconstitutional and is denied of rights. We have to strike a balance to really implement the ideology of Uma Devi (supra). They, the time has come to stop the situation where Uma Devi (supra) can be permitted to be flouted, whereas they Court has interdicted such employment way back in the year 2006. <u>The employment cannot be on exploitative terms, whereas Uma Devi (supra) laid down that there should not be back door entry and every post should be filled by regular employment, but a new device has been adopted for making appointment on payment of paltry system on contract/ad-hoc basis or otherwise. This kind of action is not permissible</u>, when we consider the pith and substance of true spirit in Uma Devi (supra)."*

30. Consequently the emphasis laid by learned Counsel for the management on Uma Devi case is not squarely applicable to present circumstances. Schedule IV of Industrial Disputes Act entry (i) described the condition of service for change of which notice under Section 9-A is to be given.

i. *"Wages, including the period and mode of payment"*

31. The change of service conditions of drivers, conductor and peon from one year contractual to temporary employment of 89 days amounted to change in working condition but no notice under Section 9-A of Industrial Dispues Act was issued to them.

32. The Hon'ble Supreme Court in **Dhirendra Chamoli and Ors Vs. State of U.P. (1986) 1 SCC 637** para No. 46 held that employees, especially those in low-wage categories, often have no choice but to accept employment under exploitative terms offered by the employer due to the prevailing conditions of unemployment and there socio-economic background. The fact that these employees accepted employment with full knowledge of the terms does not absolve the government or the employer from the mandate of equality enshrined in Article 14 of the Constitution, which implies equal pay for work of equal value."

33. The facts of the case exhibit the violation of entry No.10 of 5th schedule and entry No.1 of 4th schedule as the workmen were employed on permanent post of perennial nature for a number of years which implies that unfair labour practice was carried out by the management The Hon'ble High Court of Delhi in **M.C. of Delhi vs. Pradeep Rana & other** has held in para No.8 to 15 as follows:

"*8. Falling back to the present case, the learned Industrial Tribunal in the Award delivered the findings that the respondents were engaged on contractual basis through proper selection procedure including interview, police verification and medical examination for performing a permanent and perennial nature of job in the sphere of public health; that the respondents had been doing work on regular and permanent basis for a period of as long as 13 years, despite which they continued as contractual employees while their regularly recruited counterparts were performing the same job and getting higher salary in pay scale according to law; and that the present appellant has been indulging in unfair labour practice by depriving the present respondents status and privileges of regular and permanent employees. The learned Industrial Tribunal placed reliance on the judgments in the cases titled Chief Conservative of Forests v. Jagannath Maruti Kondhari & ors., and Project Dir. Dep. Of Rural Development v. Its Workmen, and held that non-regularization of services of the present respondents amounted to unfair labour practice, so they are entitled to regularization on their respective posts from the date of their initial joining.*

9. In the order impugned before us, the learned Single Judge after elaborate examination of the relevant legal and factual matrix upheld the Award passed by the learned Industrial Tribunal, observing thus:

"61.It admitted position that the respondents were selected through a proper procedure, had continuously worked on their respective job positions for a long period of time, done similar work as that of the regularized employee and paid wages lesser than the regularized employee.

62. Upon perusal of the aforementioned judicial dict and taking into account the factual matrix of the instant case, this Court is of the view that the learned Tribunal correctly held that the respondent workmen have been working for a long period against the sanctioned posts for which the recruitment was conducted by following the due procedure, therefore, the respondent workmen are entitled for regularization of their services.

63. It is observed by this Court that while there is no fundamental right to regularization, employees who have been working for a number of years and

whose services are needed must be considered sympathetically for grant of regularization. With regard to the facts of the instant case, the respondent workmen are performing functions for the petitioner which is similar to the functions performed by the regular employees working with the petitioner. In light of the said fact, the continuous nature of the employment of the respondent-workmen suggests a de facto regularization.

64. This Court is of the view that the services of the respondent-workmen must be regularized in orderto prevent their exploitation and unfair labour practices. The premise of the same lies in the fact that regularizing long-term temporary workers not only benefits the employees but also contributes to the overall efficiency and effectiveness of the organization.

65. In view of the foregoing paragraphs, it is stated that the learned Tribunal rightly held that the respondent workman in the instant batch of petitions meet the conditions to be entitled to be regularized as they have been employed for a long period, performing work similar to the regular employees of the petitioner, and their recruitment was not through any irregular or illegal means which is against the constitutional scheme.

66. The petitioner has contested before this Court that by granting regularization to the respondent workmen, the petitioner will suffer from financial hardships. With regard to the same, this Court is of the view that while economic considerations are important, they should not override the fundamental principles of fairness and justice in labour practices. Therefore, the contention of the petitioner with respect to the financial hardship is legally untenable and thus, rejected.

67. In view of the aforesaid discussions on facts and law, it is held that the respondent workmen in the batch of petition are entitled to be regularized at their respective positions at which they were employed from the date as specified by the learned Tribunal."

10. Interestingly, on the one hand the appellant seeks protection under the umbrella of Umadevi doctrine, while on the other hand, they have been flagrantly flouting the same doctrine having taken not even one time measure to regularize services of such contractual employees. Rather, the respondents were engaged on contractual basis in second half of the year 2010, by which time the Umadevi doctrine of the year 2006 had already come in existence.

11. The arguments of the appellant side to the effect that the respondents voluntarily got engaged themselves on contractual basis with full awareness of it not being regular appointment, must fail on anvil of fairness. We cannot ignore that a person in dire need of employment and livelihood would accept whatever lawfully comes his way, as he has no choice.

12. As mentioned above, present is not a case where the employees have approached this court through writ action, seeking regularization of their services. The respondents herein, being workmen, raised industrial dispute on the allegation that the appellant had been indulged in unfair labour practice by keeping the respondents in job on temporary basis since the year 2010 and the industrial adjudicator on the basis of evidence adduced during

trial arrived at a finding in that regard against the appellant. There is no dispute that the engagement of the respondents in the year 2010 was against sanctioned posts. Also admittedly, the respondents were engaged as contractual workers through a selection process pursuant to an advertisement, so it is not a case where the respondents were engaged surreptitiously, thereby depriving the members of general public, willing to complete. It also cannot be denied that the job of Malaria control and public health issues are perennial in nature and requirement to man those posts of Assistant Malaria Inspector continues till date. It is also no-body' case that the respondents do not possess the requisite qualifications for the job in question.

13. *The respondents were engaged on contractual basis in the year 2010 and continue to be paid remuneration much lesser than their counterparts performing same function with same working hours. The appellant has brought forth not even a whiff to justify their failure to fill the regular posts in past more than a decade if the respondents had been engaged only for a short time till filling up the regular posts. Admittedly, till date a number of regular posts are lying vacant; and ironically on the other hand, the respondents performing the same job continue on temporary basis for the past more than a decade with sword of uncertainty hanging over their head.*

14. *We are of the considered view that once the learned Industrial Tribunal arrived at a finding that the appellant was indulging in unfair labour practice, the Tribunal was completely justified in directing the appellant to regularize the respondents and in that regard, the appellant has failed to show any reason for us to interfere with the discretion exercised by the learned Tribunal.*

15. *We are unable to find any infirmity in the impugned order, therefore, the same is upheld and the appeal as well as the pending application are dismissed."*

34. Learned counsel has relied upon findings of the Hon'ble Supreme Court of India in **Ganesh Digamber Jambhrunkar & Ors Vs. The State of Maharashtra & Ors** Special Leave to Appeal (C) No. 2543/2023 decided on 12.09.2023. Learned Counsel for the petitioner has however, submitted that the unfair labour practice followed by the respondents was result of not only the appointment of workers on temporary basis for long period of time but the policy made by the respondent No.1 is violative of the basic provisions of Labour Law and contrary to fairness and equity.

35. The Hon'ble Supreme Court of India in **Jaggo vs. Union of India & Ors** has held in Para No. 21 to 27 as follows:

"21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment: continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. *The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.*

23. *The international Labour Organization (ILO), of which India is a founding member, has consistently advocated for employment stability and the fair treatment of workers. The ILO's Multinational Enterprises Declaration encourages companies to provide stable employment and to observe obligations concerning employment stability and social security. It emphasizes that enterprises should assume a leading role in promoting employment security, particularly in contexts where job discontinuation could exacerbate long-term unemployment.*

24. *The landmark judgement of the United State in the case of **Vizcaino v. Microsoft Corporation** 97 F.3d 1187 (9th Cir. 1996) serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of employee benefits, thereby increasing their profits. This judgement underscores the principle that the nature of the work performed, rather than the label assigned to the workers, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.*

25. *It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:*

    ***Misuse of "Temporary" Labels:** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual", even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.*

    ***Arbitrary Termination:** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.*

Lack of Career Progression: *Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raise. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.*

Using outsourcing as a Shield: *Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.*

Denial of Basic Rights and Benefits: *Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.*

26. *While the judgment in Uma Devi (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claim of long-serving employees. This judgement aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claim of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in* ***Uma Devi*** *(Supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgement of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.*

27. *In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country".*

36. In these circumstances of this case the respondent management had followed an unfair labour practice by appointed the drivers and conductors on contractual or temporary basis on post of permanent nature. The drivers were working through out the school session and were being employed on temporary basis, yearly contract or 89 days contract uninterrupted for a number of years. Considering the financial and social stand of the workmen they had limited choice as they were in need of vocation for the livelihood and to support their families. No reason has been

cited by the management to deprive the petitioners of their regular appointment which some other class–IV employees are availing. The policy prepared by the respondent No.1 was clear violation of fundamental right of the petitioners and the provisions of Industrial Disputes Act amounting to unfair labour practice. In these circumstances, the petitioners are entitled to regularization in service on the respective posts of drivers on completion of five years continuous service in five sessions of school in the regular pay scale with all consequential benefit, monetary and otherwise. The seniority will be counted from the date of their initially appointment whether on contractual basis or not and regularization be effected from the date of completion of 5 years of continuous service with the respondent. They are all entitled to the principle of equal pay for equal work from the date of their regularization in the regular pay scale of drivers/ Class-D employees of the respondent management. This demand for regularization of the petitioners is partly allowed.

37. Petitioner has also demanded payment of bonus in accordance with the Payment of Bonus Act, however, considering the provisions of Section 32(v)(b) of the Act, the petitioners cannot be held entitled to the payment of bonus. The demand of the petitioners with regard to 8 hours of work and overtime also appears to be genuine and the same deserves to be allowed. The petitioners working with the respondent are entitled to get copies of all the services bye-laws applicable to the respondent institution so that they can take benefits of their service. The above demands are partly accepted. Respondents are directed to comply with the order and implement the award within 60 days of its publication. Accordingly Issues No.1 & 2 are accordingly partly decided in favour of the petitioners.

Issues No. 3, 4, 5 & 6

38. The onus of proving these issues was on respondents. It was discussed in detail while deciding issue No.1 that the respondents fall within the definition of industry and drivers and conductors fall within the purview of terms 'workmen'. This Court has jurisdiction to determine the dispute raised by the petitioners. The factum of authorization of Karamchari Sangh is clear from the documents on record and the petitioners being workmen under the Industrial Disputes Act have locus standi to pursue the present case.

Relief

39. In view of my discussion on the issues above, the claim petition succeeds and is partly allowed. The petitioners are entitled to regularization in service on the respective post of drivers on completion of continuous service of five sessions of the school in the regular pay scale with all consequential benefit, monetary and otherwise. Their seniority will be counted from the date of their initially appointment whether on contractual basis and regularization will be effected from the date of completion of 5 years of continuous service with the respondent. They are all entitled to the principle of equal pay for equal work from the date of their regularization in the regular pay scale of drivers/ class-D employees of the respondent Management. The demand for regularization of the petitioners is partly allowed. The demand of the petitioners with regard to 8 hours of work and overtime is also allowed and petitioners working with the respondent are entitled to get the copies of all the service bye-laws applicable to the respondent institution. The respondents are directed to comply with the order and implement the award within 60 days of its publication. Parties are left to bear their costs.

40. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this **30th day of May, 2025.**

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 01/2023

Date of Institution : 21.02.2023

Date of Decision : 30.5.2025

The Pradhan/Secretary, Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P. HO Ram Chowk, Guggar, District Kangra, H.P. . . *Petitioner*.

Versus

1. The Chairman/Secretary, DAV College Managing Committee, Chitr Gupt Road, New Delhi.

2. The Principal, Senior Secondary Public School, Baghani, Tehsil Nurpur, District Kangra, H.P. . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. A.R. and

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. M.G. Thakur, Ld. Adv.

AWARD

The following reference has been received by this court for adjudication by the appropriate Authority/Deputy Labour Commissioner :

"Whether the alleged demands raised by the Pradhan/Secretary, Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P. HO Ram Chowk, Guggar, District Kangra, H.P. *vide* demand notice dated nil received on 05.10.2019 (copy enclosed) regarding (i) regularization of services of drivers and conductors who have completed five years services, (ii) to pay bonus, both with 12 % interest before (i) the Chairman/Secretary, DAV College Managing Committee, Chitr Gupt Road, New Delhi, (ii) the Principal, Senior Secondary Public School, Baghani, Tehsil Nurpur, District Kangra, H.P. are legal and justified? If yes, what relief of service benefits the workers are entitled to from the above employers/management? If not, what are its effects?"

2. The case of the claimants in brief as stated in the claim petition are that the 18 petitioners who are working in the capacity of Drivers and Conductors with the respondent institution are the permanent member of union *i.e.* Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P. HQ Ram Chowk, Guggar, District Kangra, H.P. Meeting of the union was held on 23.09.2019 under the chairmanship of Pradhan Sh. Krishan Chand vide which resolution No. 18 was passed and demand charter was sent to the respondents regarding different demands of union. Copy of the same was forwarded to the Labour Inspector, Nurpur and Smt. Madhu Sharma, General Secretary, Himachal Pradesh Private School Evam Karamchary Sangh, Head Officer Guggar, Tehsil Palampur, District Kangra, H.P. The Conciliation Officer initiated the conciliation proceedings and tried to settle the dispute amicably but failed. Failure report was sent to the appropriate Government for further necessary action and after careful examination of the fact and record the appropriate Government sent the dispute for adjudication to this Court. Vide demand charter/notice the union has raised 5 demands which are (i) the drivers and conductors who have completed 5 years continuous services should be regularized in the regular pay scale and be also paid arrears along-with 12% interest, (ii) School Management owners has 18 buses for bringing as well as for returning of children for which they are charging fare from the children hence, school transport comes under the definition of Industry and thus Payment of Bonus Act, 1965 is also applicable and the drivers and conductors are entitled for bonus in accordance with Section 10 of the Act along with arrears and 12% interest, (iii) All teaching and non-teaching staff should be provided copy of all the bye-laws regarding payment of wages and other bye-laws, (iv) Drivers and Conductors should not be directed to work more than 8 hours in a day otherwise they should be paid overtime of duty, (v) the Union be provided with service rules of DAV and petitioner drivers and conductors be not transferred, pressurised, victimized and terminated/ retrenched/ dismissed from service after demand notice.

3. According to the petitioners the respondents have their own service bye-laws and there is provision to regularize the services of teaching and non-teaching staff but the respondent deliberately not regularized the services of petitioner/union members. All the petitioners whose names are mentioned in the list of drivers and conductors are entitled for regularization of their services on completion of 5 years service with all arrears and other benefits along-with interest. The respondents are not paying any bonus in accordance with the provisions of law. The services of the drivers and conductors are more than 8 hours per day without any overtime. The complete details of drivers and conductors is mentioned in the claim petition. It is asserted that the respondent No.1 is competent authority to make the policy for recruitment and regularization of the services of the temporary and Ad-hoc basis employees which is applicable to all the DAV institutions including respondent No.2. DAV Sr. Secondary Public School, Baghani. The teaching and non-teaching staff have been appointed on regular basis on regular pay scale after completion of 3 to 4 years temporary/ad-hoc service but respondent No. 2 deliberately did not regularize the services of petitioners who have completed more than period fixed by the State Government for regularization. Similar reference has already been decided by the Labour Court in reference No. 261 of 2013. Act and conduct of the respondents amounts to unfair labour practice. It is prayed that

the claim may be allowed and demands raised vide demand notice may be accepted in totality and respondent be directed to regularize the services of 18 workmen as per patron or policy of the institution and pay them regular pay scale after completion of 5 year service and also pay all arrears along-with 12% interest from due date till the date of regularization in the pay scale along-with bonus and overtime as per rules.

4. In reply respondents have raised preliminary objection qua maintainability, cause of action, suppression of material facts, union of the petitioners not being legally registered and duly authorised body and reference being beyond jurisdiction of this tribunal. On merits, it is admitted that all the 18 petitioners are working in the school on temporary basis/89 days basis. Karamchari Sangh is not a recognized body under the Indian Trade Union Act, and it has no authority to represent the workmen. The list of workmen of the union along with counter file in respect of subscription paid by them to the Union for the last two years are not attached. It is also asserted that the drivers and cleaners are appointed on 89 days/temporary basis in the school. On sessions basis vacant posts are advertised in the National and Local Newspaper. Appointment letter / agreement letter is till the completion of in the clause 1 and 2 of the appointment/agreement letter which is reproduced as under:—

> *"i. It should be clearly understood that your appointment is being made on contractual basis for a fixed period as stated above. Your contractual appointment will automatically come to an end on the expiry of the specified period and no notice pay or retrenchment compensation will be payable to you by the management. ii. Since your appointment being made for a specified period, you will neither have any right nor a lien on the job held by you. Also you will not claim regular employment even if there is such a vacancy for the post held by you or otherwise.*

5. It is further submitted that a relieving order is served to the temporary staff, employed on 89 days basis, after completion of academic session. Copy of decision made by the Hon'ble Apex Court in respect of **T.M.A Pal Foundation Vs. State of Karnataka reported in (2002) 8SCC 481 and in (2005) 6 SCC 537, titled P.A. Inamdar Vs State of Maharashtra** is produced where in it is clearly mentioned " In the case of unaided private schools, maximum autonomy has to be with the management with regard to administration including the right of appointment, disciplinary powers, admission of the students and fee to be charged". It is further submitted that the holidays to the drivers and cleaners are granted as per the rules of Himachal Road Transport Corporation wherein it is clearly mentioned that the contractual drivers and cleaners are admissible for only three gazetted holidays. Regarding these three gazetted holidays the school also pays full wages to the above mentioned contractual employees for all summer vacations, winter vacations, festivals holidays including Diwali, Holi Lohri and Dushera. It is asserted that the provisions of Section 32 (v)(b) of the Payment of Bonus Act, 1965 does not cover other educational institutions, employees employed, Universities and other education institution. It is asserted that the drivers and cleaners are appointed from time to time on contractual basis for the specific period and on expiry of the contract, they are relieved from their services. In case, the drivers are required, depending upon the requirement, the positions are advertised in the daily news-paper and they are appointed on daily wages as fixed by the department of Labour and Employment. The drivers perform their duty for two hours in the morning for picking up the students and two hours in the evening for dropping back the students from the school. Affidavit as a consent has been served by the drivers and the cleaners to the school wherein they have admitted that they will perform duty as mentioned above. Clause V of the agreement between the Management and Workmen shows that management

has right to transfer them for work and to loan their services to any other unit of site for work, either at present or any time in future. The allegations made by the Union are alleged to be false, incorrect and baseless. School always follows the rules and regulations of Himachal Government and there is no overloading. It is asserted that the students are granted tuition fee concessions under the Right to Education Act, 2009 as per norms of DAV CMC. It is asserted that there are no instructions/direction from the Director of Elementary Education/Government regarding fee concession and transport charges in the school besides Right to Education Act, 2009. It is asserted that the school is purely private institution and does not receive any grant-in-aid from Government of Himachal Pradesh and Central Govt. All the workmen are paid minimum wages as settled by the Department of Labour and Employment under its notification of private educational institution along-with EPF, Gratuity and ESCI facility. It is submitted that the demand raised by the petitioner does not fall under the Industrial Disputes Act. It is also submitted that as per the DAV CMC norms a budget estimate is finalized in sessions and provision of new or existing post is made in budget and proper advertisements are published in three daily newspaper for inviting an application. An interview is conducted by the competent authority for advertised posts. The regular post is filled up against only the regular post. The posts of drivers and cleaners are made temporary/contractual basis/89 days basis since the inception of the school. It is prayed that the claim is devoid of any merit and the same have been raised with malafide intentions to harass the respondent and deserves to be dismissed.

6. In rejoinder the preliminary objections raised by the respondent were denied and the facts stated in the claim petition were reasserted and reaffirmed and it is prayed that the present claim deserves to be allowed.

7. On the basis of the pleadings of the parties, the following issues were framed on 04.01.2024 for adjudication and determination:—

1. Whether the demands raised by the Petitioner Karamchari Sangh are legal and justified? . . *OPP*.

2. Whether the petition is not maintainable, as alleged? . . *OPR*.

3. Whether the Petitioner Karamchari Sangh is not a registered body under the Indian Trade Union Act and therefore, no authority to represent the workman, as alleged? . . *OPR*.

4. Whether the petitioner has no locus standi to file the present claim? . . *OPR*.

5. Whether this Court has no jurisdiction to try and decide the present claim, as alleged? . . *OPR*.

Relief

8. Petitioners in order to prove the case has been examined Sh. Krishan Chand the then Pradhan/Secretary, Himachal Pradesh Private School Evem Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani, Tehsil Nurpur, District Kangra, H.P.HO Ram Chowk, Guggar, District Kangra, H.P. by way of affidavit Ext. PW1/A wherein he has reiterated the demands made by the union and also produced on record copy of resolution dated 23.09.2019 Ext.

PW1/B and copy of demand notice Ext. PW1/C. Petitioner also examined Sh. Amit Chaudhary, Labour Officer-cum-Conciliation Officer Dharamshala as PW2. He has produced registration certificate of Himachal Pradesh Private School Sikshak and Karamchari Sangh Ext. PW2/A and authority letter dated 11.07.2024 Ext. PW2/B. The BMS affiliation certificate is Ex.P-1.

9. Respondent has examined Shri M.R. Rana, Principal, MCM DAV Senior Secondary School Baghani, Tehsil Nurpur by way of affidavit Ext. RW1/A. He has as reiterated the facts stated in the reply and also produced on record appointment letters of all drivers and conductors Ext. RW1/B to Ext. RW1/S, office order dated 19.03.2020 Ext. RW1/T and salary bills of driver and conductors Ext.RW1/U.

10. I have heard the learned Counsel for both the parties at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Partly Yes
Issue No. 2	:	No
Issue No. 3	:	No
Issue No. 4	:	No
Issue No. 5	:	No
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1

12. The present claim has been filed by the Pradhan, Himachal Pradesh Private School Evam Karamchari Sangh, Branch MCM DAV Senior Secondary School, Baghani. The demands have been raised through Pradhan Karamchari Sangh and claim has also been preferred through Pradhan in respect of 18 drivers / conductors working in the school and are member of the union.

13. Respondents have however pleaded that the union of the petitioners is not a legally registered and duly authorised body. The petitioners have however produced on record a copy of their resolution Ext. PW1/B, demand notice Ext. PW1/C, certificate of registration of trade union Ext. PW2/A. and affiliation certificate Ext. P-1. Learned counsel for the respondent has vehemently argued that the petitioners are not entitled to raise dispute on behalf of the workmen as no certificate of their affiliation of Bhartiya Mazdoor Sangh has been produced. Pertinent to mention here that the petitioner has produced on record duly proved certificate from the registrar of trade union whereby the name of the trade union has been clearly mentioned as Himachal Pradesh Private School Sikshak and Karamchari Sangh, District Kangra, H.P. and also affiliation certificate Ext. P-1. Thus the petitioners have legally preferred the present claim and their certificate of registration of trade union is in accordance with the provisions of Section 2 clause (qq) of the Industrial Disputes Act, 1947.

14. The petitioner's main contentions and demand is qua regularization of workmen working in the DAV School as drivers and conductors for number of years employed on temporary basis by the respondents. It is prayed that drivers and conductors who completed a continuous service of 5 years may be regularized. The respondents however, argued that provisions of Industrial Disputes Act are not attracted to the respondents institution as the respondents are running unaided educational institution on no profit basis. Learned counsel for the respondent has vehemently argued that the Hon'ble Supreme Court has strictly laid down that action of the State in regulating, controlling, admission, interfering in the fee structure would be an encroachment on autonomy of such institution. Learned counsel for the respondent has referred to findings of the **Hon'ble Supreme Court of India in T.M.A Pai Foundation Vs. State of Karnataka 2002 8 SCC 448** wherein Hon'ble Supreme Court has laid down in Para No. 54 as follows:

> *"54. The right to establish an educational institution can be regulated; but such regulatory measures must, in general, be to ensure the maintenance of proper academic standards, atmosphere and infrastructure (including qualified staff) and the prevention of mal-administration by those in charge of management. The fixing of a rigid fee structure, dictating the formation and composition of a government body, compulsory nomination of teachers and staff for appointment or nominating students for admissions would be unacceptable restrictions."*

15. The above precedent was emphasised by the Hon'ble Supreme Court in **P.A. Inamdar & Ors Vs. State of Maharashtra & Ors AIR 2005 Supreme Court 3226.** On the basis of the above precedent the learned counsel for the respondent has vehemently argued that the State cannot make regulating measure to control the recruitment of staff of un-educational institutions like the respondent. He asserted that the educational institution are not profit making industries and accordingly the petitioners do not fall within the definition of "workman" under Industrial Disputes Act, 1947.

16. On the contrary learned counsel for the petitioner has vehemently argued that educational institutions are within the ambit of "Industry" and drivers and conductors working therein are "workmen" within the purview of the Industrial Disputes Act." The above precedent do not exempt even unaided educational institution from compliance of the provisions of the Industrial Disputes Act and do not provide liberty to indulge in unfair labour practice.

17. The Hon'ble Supreme Court in **Raj Kumar Vs. Director of Education & Ors Civil Appeal No. 1020 of 2011** has however, made clear the distinction between the employees of educational institution and the workmen. The Hon'ble Supreme Court has laid down in Para No. 16, 17, 18 and 19 as follows:

> *"16. Mr. A.T.M. Sampath, the learned counsel appearing on behalf of the appellant contends that in the instant case, the appellant is a permanent employee of the school and thus, he is not a 'workman' for the purposes of the ID Act. His services are covered instead, under Sections 2(h), 8(2) and 10 of the DSE Act, and thus, his services cannot be retrenched under Section 25F of the ID Act. Reliance is placed on the decision of this Court in the case of **Miss A. Sundarambal** v. **Govt. of Goa, Daman & Diu and Ors.3**, wherein this Court has laid down the legal principle that while educational institutions come within the ambit of 'industry', a teacher is not 'workman' for the purpose of the ID Act. The learned counsel submits that using the analogy, the driver of the school would also be not a 'workman' for the purpose of the ID Act, rather would come within the ambit of the term 'employee' as defined under Section 2(h) of the DSE Act.*

17. *On the other hand, Mr. S.S. Ray, the learned counsel appearing on behalf of the respondent-School contends that the appellant is squarely covered under the definition of 'workman' under the ID Act as well as the definition of 'employee' under the DSE Act. The learned counsel places strong reliance on the decision of this Court in the case of* ***A Sundarambal*** *(supra), wherein this Court held that teachers are not workmen for the purpose of the ID Act, though educational institutions are industry in terms of Section 2(j) of the ID Act.*

18. *We are unable to agree with the contention advanced by the learned counsel appearing onbehalf of the appellant. The question 'who is a workman' has been well settled by various judgments of this Court. In the case of* ***H.R. Adyanthaya*** *v.* ***Sandoz (India) Ltd4,*** *a Constitution Bench of this Court has held as under:*

"We thus have three Judge Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories, viz, manual, clerical, supervisory or technical and two two-judge Bench decisions which have by referring to one or the other of the said three decisions have reiterated the said law. As against this, we have three three-judge Bench decisions which have without referring to the decisions in May & Baker, WIMCO and Bunnah Shell cases (supra) have taken the other view which was expressly negatived, viz., if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of the ID Act. These decisions are also based on the facts found in those cases. They have, therefore, to be confined to those facts. Hence the position in law as it obtains today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories, viz., manual, unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition. We reiterate the said interpretation." (emphasis laid by this Court).

19. *The issue whether educational institution is an 'industry', and its employees are 'workmen' for the purpose of the ID Act has been answered by a Seven-judge Bench of this Court way back in the year 1978 in the case of* ***Bangalore Water Supply*** *(supra). It was held that educational institution is an industry in terms of Section 2(j) of the ID Act, though not all of its employees are workmen. It was held as under:*

"The premises relied on is that the bulk of the employees in the university is the teaching community. Teachers are not workmen and cannot raise disputes under the Act. The subordinate staff being only a minor category of insignificant numbers, the institution must be excluded, going by the predominant character test. It is one thing to say that an institution is not an industry. It is altogether another thinking to say that a large number of its employees are not 'workmen' and cannot therefore avail of the benefits of the Act so the institution ceases to be an industry. The test is not the predominant number of employees entitled to enjoy the benefits of the Act. The true test is the predominant nature of the activity In the case of the university or an educational institution, the nature of the activity is, ex hypothesis, education which is a service to the community. Ergo, the university is an industry. The error has crept in, if we may so say with great respect, in mixing up the numerical strength of the personnel with the nature of the activity. Secondly there are a number of other activities of the University Administration, demonstrably industrial which are severable although ancillary to the main cultural enterprise. For instance, a university may have a large printing press as a separate but considerable establishment. It may have a large fleet of transport buses with an army of running staff. It may have a tremendous administrative strength of

officers and clerical cadres. It may have karamchari of various hues. As the Corporation of Nagpur has effectively ruled, these operations, viewed in severalty or collectively, may be treated as industry. It would be strange, indeed, if a university has 50 transport buses, hiring drivers, conductors, cleaners and workshop technicians. How are they to be denied the benefits of the Act, especially when their work is separable from academic teaching, merely because the buses are owned by the same corporate personality? We find, with all defence, little force in this process of nullification of the industrial character of the University's multi-form operations." (emphasis laid by this Court)

A perusal of the abovementioned two judgments clearly shows that a driver employed by a school, being a skilled person, is a workman for the purpose of the ID Act. Point No.1 is answered accordingly in favor of the respondents. The provisions of ID Act are applicable to the facts of the present case."

18. The above pronouncement has settled that the drivers working in educational institution are workmen within the ambit of the Industrial Disputes Act.

19. The points raised by the learned counsel for the respondent with respect to the non interference by the State in the matter of recruitment of unaided educational institution like that of the respondent was also discussed by the Hon'ble Supreme Court in **Raj Kumar (Supra)** and it was observed in para No. 33 as follows:

*"While the functioning of both aided and un aided educational institutions must be free from necessary governmental interference, the same needs to be reconciled with the conditions of employment of the employees of these institutions and provision of adequate precautions to safeguard their interests. Section 8(2) of the DSE Act is one such precautionary safeguard which needs to be followed to ensure that employees of educational institutions do not suffer unfair treatment at the hands of the management. The Division Bench of the Delhi High Court, while striking down Section 8(2) of the DSE Act in the case of **Kathuria Public School** (supra) has not correctly applied the law laid down in the case of **Katra Educational Society** (supra), wherein a Constitution Bench of this Court, with reference to provision similar to Section 8(2) of the DSE Act and keeping in view the object of regulation of an aided or unaided recognised school, has held that the regulation of the service conditions of the employees of private recognized schools is required to be controlled by educational authorities and the state legislature is empowered to legislate such provision in the DSE Act. The Division Bench wrongly relied upon that part of the judgment in the case of **Katra Education Society** (supra) which dealt with Article 14 of the Constitution and aided and unaided educational institutions, which had no bearing on the fact situation therein. Further, the reliance placed upon the decision of this Court in the case of **Frank Anthony Public School Employees Association** v. **Union of India & Ors.** is also misplaced as the institution under consideration in that case was a religious minority institution. The reliance placed by the learned counsel appearing on behalf of the respondents on the case of **TMA Pai** (supra) is also misplaced as the same has no bearing on the facts of the instant case, for the reasons discussed supra."*

20. Thus the legal position is clearly laid down by the Hon'ble Supreme Court qua implementation of Industrial Disputes Act with respect to the condition of employment of drivers in unaided educational institution also. No rules made by governing body of educational institutions can justify unfair labour practice being followed in guise of autonomy with respect to employees identified as "workmen". Learned counsel for the petitioner has submitted that respondent has

deliberately appointed drivers and conductors for small interval of time and by giving them intentional breaks shown them to be re-employed for small period *i.e.* 89 days.

21. All these measure were deliberately taken to prevent the benefit of continuous service in favour of the petitioners even though the work performed by the drivers and conductors was perennial and of permanent nature. The learned counsel for petitioners has emphasised that this amounts to violation of rights of petitioners. This unfair labour practice by the respondents has led to exploitation of the petitioners despite dedicating long period of continuous service with the respondents institution. The learned counsel for the petitioner has pointed out **schedule 5th entries no. 10** of the Industrial Disputes Act which reads as follows:

> *"10. To employ workmen as "badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen."*

22. In the light of above it is important to peruse cross-examination of the respondent No. 2 Sh. M.R. Rana, Principal, MCM DAV Senior Secondary School Baghani who has admitted that drivers and conductors who have put forward demand of regularization along-with other demand are the employees of the management. He asserted that they are employees on contractual basis only. He has also stated that policy to appoint employee on contractual basis is made by the DAV Managing Committee. He admits that buses of the school are working every day. He further admits that drivers and conductors in the school are working since the year 2006 appointed at different interval of time . He admits that supervision and control of these employees is with the management. He denied that increment was given to the contractual employees. He denies that repeated appointment of employees on new contract amounts to unfair labour practice. The documents of Respondent Ext. RW1/B to Ext. RW1/U clearly shows that the drivers and conductors were being appointed purely on temporary basis for the period of 89 days at a time and it is admitted by the respondent No. 2 Sh. M.R. Rana that they worked continuously in this manner from 2006 to 2024. This fact is also clear from the contract of employment produced on record. Respondent No. 1 Chairman/Secretary, DAV College Managing Committee, New Delhi has not separately produced evidence justifying the policy on the basis of which appointment were being made by the respondent No. 2 even though respondent No. 2 has admitted that the policy of contractual employment was prepared by the respondent No.1. The act and conduct of the respondents in appointing drivers and conductors for small contractual period time and again for years altogether without any benefits of continuous service squarely falls under the definition of unfair labour practice under schedule 5th of the I.D.Act.

23. The respondents have produced on record salary bills of various employees working in the respondent institution which shows that drivers as well as cleaners/conductors has been employed on daily wages basis. The salary bills however, does not mention that they have been employed on temporary contractual basis. RW1 Sh. M.R. Rana admitted that the petitioners are working under the control and supervision of the management which implies that there was employer employee relationship between the petitioners and respondents. The Hon'ble Supreme Court in **ONGC LTD Vs. Petroleum Coal Labour Union 2015(146)FLR 443** wherein it has been also held in para No. 40 as follows:

> *"40. Further, it has been contended by the learned senior Counsel on behalf of the Corporation that in the absence of any plea taken by the workmen in their claim statement regarding unfair labour practice being committed by the Corporation against the concerned workmen, the learned Single Judge and the Division Bench ought not to have entertained the said plea as it is a well settled principle of law that such plea must be pleaded and established by a party which relies before the Tribunal.*

In support of the above contention reliance was placed by him on the decision of this Court in Siemens Limited and another v. Siemens Employees Union and another. The said contention of the learned senior Counsel on behalf of the Corporation is wholly untenable in law and the reliance placed on the aforesaid case is misplaced for the reason that it is an undisputed fact that the workmen have been appointed on term basis vide memorandum of appointment issued to each one of the concerned workmen in the year 1988 by the Corporation who continued their services for several years. Thereafter, they were denied their legitimate right to be regularized in the permanent posts of the Corporation. The said fact was duly noted by the High Court as per the contention urged on behalf of the Corporation and held on the basis of facts and evidence on record that the same attracts entry Item No.10 of the Schedule V of the Act, in employing the concerned workmen as temporary employees against permanent posts who have been doing perennial nature of work and continuing them as such for number of years. We affirm the same as it is a clear case of an unfair labour practice on the part of the Corporation as defined under Section 2(ra) of the Act, which is statutorily prohibited under Section 25-T of the Act and the said action of the Corporation warrants penalty to be imposed upon it under section 25-U of the Act"

24. Learned counsel for the respondent has argued that the Court has no jurisdiction to order the regularization of workmen specially when there was no regularization policy in respect of drivers and conductors with specific directions from DAV Managing Committee that hence forth no employment of Class-D employees would be made on regular basis. RW1 Sh. M.R. Rana has denied that the employment of petitioner on contractual basis continuously for many years is violation of the provision of I.D. Act and amounts to unfair labour practice but no evidence to this fact has separately appeared on behalf of the respondent No.1. It is also argued by the respondent that regularization cannot be granted merely on the basis of number of years of service rendered by the petitioner. The **Hon'ble Supreme Court in ONGC Vs. Krishan Gopal, (2021) 18 SCC 707** has held as follows:

" 28. The following propositions would emerge upon analysing the above decisions:

8.1. wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularization, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution.

28.2 The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances were the employer has indulged in a unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages.

28.3 The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service.

28.4. Where an employer has regularized similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit on a part with the workmen who have been regularized to made a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14.

28.5 In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of Vth Schedule to the I.D. Act. The employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen:'

25. RW1 Sh. M.R. Rana has admitted that before appointment of workers various vacancies are advertised, after receiving the application the applicants were called for interview. Interview committee was formed by the management which also verified all the documents produced at that time. Category of vacancies was not shown. He asserts that category is exhibited in the appointment letter. He admits that drivers and contractors are employees of the management. He also admitted that policy of appointing drivers and contractors on contractual basis is made by the DAV Managing Committee. He admits that there are 24 buses required to work in the school on daily basis. He admits that since 2006 drivers and conductors are working on contractual/ outsource basis.

26. The above findings reveal that the post of drivers and conductors has existed that in the respondent institution since the year 2006 and buses are regularly operating since last 20 years however, the management has appointed drivers and conductor on contractual/temporary basis continuously for number of years with the intention to deprive them of benefit available to the similarly situated employees working on regular basis. The Hon'ble Supreme Court in **Sheo Narain Nagar & other vs. State of U.P. & Anr (2018)13 SCC 432** has held in para No.7 as under:

"7. When we consider the prevailing scenario, it is painful to note that the decision in Uma Devi (Supra) has not been properly understood and rather wrongly applied by various State Governments. We have called for the date in the instant case to ensure as to how many employees were working on contract basis or ad-hoc basis or daily wage basis in different State departments. We can take judicial notice that widely aforesaid practice is being continued. Though this Court has emphasised that incumbents should be appointed on regular basis as per rules but new devise of making appointment on contract basis has been adopted, employment is offered on daily wage basis etc. in exploitative form. This situation was not envisaged by Uma Devi (supra). The prime intendment of the decision was that the employment process should be by fair means and not by back door entry and in the available pay scale. That spirit of the Uma Devi (supra) has been ignored and conveniently over looked by various State Governments/authorities. We regretfully make the observation that Uma Devi (supra) has not been implemented in its true spirit and has not been followed in its pith and substance. It is being used only as a tool for not regularizing the services of incumbents. They are being continued in service without payment of due salary for which they are entitled on the basis of a Article 14, 16 read with Article 34 (1) (d) of the Constitution of India as if they have no constitutional protection as envisaged in D.S. Nakra v. Union of India, AIR 1983 SC 130 from cradle to grave. In heydays of life they are serving on exploitative terms with no guarantee of livelihood to be continued and in old age they are going to be destitute, there being no provision for pension, retiral benefits etc. There is clear contravention of constitutional provisions and aspiration of down trodden class. They do have equal rights and to make them equals they require protection and cannot be dealt with arbitrarily. The kind of treatment meted out is not only bad but equally unconstitutional and is denied of rights. We have to strike a balance to really implement the ideology of Uma Devi (supra). They, the time has come to stop the situation where Uma Devi (supra) can be permitted to be flouted, whereas they Court has interdicted such employment way back in the year 2006. The employment cannot be on exploitative terms, whereas Uma

Devi (supra) laid down that there should not be back door entry and every post should be filled by regular employment, but a new device has been adopted for making appointment on payment of paltry system on contract/ad-hoc basis or otherwise. This kind of action is not permissible, when we consider the pith and substance of true spirit in Uma Devi (supra)."

27. Interpretation of the above law emphasized by the Hon'ble Supreme Court contradicts the arguments on behalf of management regarding findings of the **Hon'ble Supreme Court in State of Karnataka Vs. Uma Devi 2006 4 SCC.** Sh. M.R. Rana RW1 has admitted and it is also pleaded in reply that appointment of drivers and conductors was after a due process of advertisement of post, application and interview committee.

28. RW1 Sh. M.R. Rana has admitted in his cross-examination that the petitioners have been employed in the school since 2006 on contractual/outsource basis. Certain temporary employment documents from the year 2011 onwards have also been produced on record. The Hon'ble Supreme Court in **Dhirendra Chamoli and Ors Vs. State of U.P. (1986) 1 SCC 637** para No. 46 held that "*employees, especially those in low-wage categories, often have no choice but to accept employment under exploitative terms offered by the employer due to the prevailing conditions of unemployment and there socio-economic background. The fact that these employees accepted employment with full knowledge of the terms does not absolve the government or the employer from the mandate of equality enshrined in Article 14 of the Constitution, which implies equal pay for work of equal value."*

29. The facts of the present case exhibit that even though the petitioner had signed the documents of temporary appointment this does not exempt the employer from the mandate of legal provisions. The Hon'ble High Court of Delhi in **M.C. of Delhi vs. Pradeep Rana & other** has held in para No.8 to 15 as follows:

" 8. Falling back to the present case, the learned Industrial Tribunal in the Award delivered the findings that the respondents were engaged on contractual basis through proper selection procedure including interview, police verification and medical examination for performing a permanent and perennial nature of job in the sphere of public health; that the respondents had been doing work on regular and permanent basis for a period of as long as 13 years, despite which they continued as contractual employees while their regularly recruited counterparts were performing the same job and getting higher salary in pay scale according to law; and that the present appellant has been indulging in unfair labour practice by depriving the present respondents status and privileges of regular and permanent employees. The learned Industrial Tribunal placed reliance on the judgments in the cases titled Chief Conservative of Forests v. Jagannath Maruti Kondhari & ors., and Project Dir. Dep. of Rural Development v. Its Workmen, and held that non-regularization of services of the present respondents amounted to unfair labour practice, so they are entitled to regularization on their respective posts from the date of their initial joining.

9. In the order impugned before us, the learned Single Judge after elaborate examination of the relevant legal and factual matrix upheld the Award passed by the learned Industrial Tribunal, observing thus:

"61. It admitted position that the respondents were selected through a proper procedure, had continuously worked on their respective job positions for a long period of time, done similar work as that of the regularized employee and paid wages lesser than the regularized employee.

62. Upon perusal of the aforementioned judicial dict and taking into account the factual matrix of the instant case, this Court is of the view that the learned Tribunal correctly held that the respondent workmen have been working for a long period against the sanctioned posts for which the recruitment was conducted by following the due procedure, therefore, the respondent workmen are entitled for regularization of their services.

63. It is observed by this Court that while there is no fundamental right to regularization, employees who have been working for a number of years and whose services are needed must be considered sympathetically for grant of regularization. With regard to the facts of the instant case, the respondent workmen are performing functions for the petitioner which is similar to the functions performed by the regular employees working with the petitioner. In light of the said fact, the continuous nature of the employment of the respondent-workmen suggests a de facto regularization.

64. This Court is of the view that the services of the respondent-workmen must be regularized in order to prevent their exploitation and unfair labour practices. The premise of the same lies in the fact that regularizing long-term temporary workers not only benefits the employees but also contributes to the overall efficiency and effectiveness of the organization.

65. In view of the foregoing paragraphs, it is stated that the learned Tribunal rightly held that the respondent workman in the instant batch of petitions meet the conditions to be entitled to be regularized as they have been employed for a long period, performing work similar to the regular employees of the petitioner, and their recruitment was not through any irregular or illegal means which is against the constitutional scheme.

66. The petitioner has contested before this Court that by granting regularization to the respondent workmen, the petitioner will suffer from financial hardships. With regard to the same, this Court is of the view that while economic considerations are important, they should not override the fundamental principles of fairness and justice in labour practices. Therefore, the contention of the petitioner with respect to the financial hardship is legally untenable and thus, rejected.

67. In view of the aforesaid discussions on facts and law, it is held that the respondent workmen in the batch of petition are entitled to be regularized at their respective positions at which they were employed from the date as specified by the learned Tribunal."

10. Interestingly, on the one hand the appellant seeks protection under the umbrella of Umadevi doctrine, while on the other hand, they have been flagrantly flouting the same doctrine having taken not even one time measure to regularize services of such contractual employees. Rather, the respondents were engaged on contractual basis in second half of the year 2010, by which time the Umadevi doctrine of the year 2006 had already come in existence.

11. The arguments of the appellant side to the effect that the respondents voluntarily got engaged themselves on contractual basis with full awareness of it not being regular appointment, must fail on anvil of fairness. We cannot ignore that a person in dire

need of employment and livelihood would accept whatever lawfully comes his way, as he has no choice.

12. *As mentioned above, present is not a case where the employees have approached this court through writ action, seeking regularization of their services. The respondents herein, being workmen, raised industrial dispute on the allegation that the appellant had been indulged in unfair labour practice by keeping the respondents in job on temporary basis since the year 2010 and the industrial adjudicator on the basis of evidence adduced during trial arrived at a finding in that regard against the appellant. There is no dispute that the engagement of the respondents in the year 2010 was against sanctioned posts. Also admittedly, the respondents were engaged as contractual workers through a selection process pursuant to an advertisement, so it is not a case where the respondents were engaged surreptitiously, thereby depriving the members of general public, willing to complete. It also cannot be denied that the job of Malaria control and public health issues are perennial in nature and requirement to man those posts of Assistant Malaria Inspector continues till date. It is also no-body'e case that the respondents do not possess the requisite qualifications for the job in question.*

13. *The respondents were engaged on contractual basis in the year 2010 and continue to be paid remuneration much lesser than their counterparts performing same function with same working hours. The appellant has brought forth not even a whiff to justify their failure to fill the regular posts in past more than a decade if the respondents had been engaged only for a short time till filling up the regular posts. Admittedly, till date a number of regular posts are lying vacant; and ironically on the other hand, the respondents performing the same job continue on temporary basis for the past more than a decade with sword of uncertainty hanging over their head.*

14. *We are of the considered view that once the learned Industrial Tribunal arrived at a finding that the appellant was indulging in unfair labour practice, the Tribunal was completely justified in directing the appellant to regularize the respondents and in that regard, the appellant has failed to show any reason for us to interfere with the discretion exercised by the learned Tribunal.*

15. *We are unable to find any infirmity in the impugned order, therefore, the same is upheld and the appeal as well as the pending application are dismissed."*

30. It is vehemently argued by the learned counsel for the respondent that Labour Court-*cum*-Industrial Tribunal cannot order the regularization of petitioners in the respondent institution is working for the long period of time on contractual basis does not give vested legal right in favour of the petitioners to be appointed in the respective posts on regular basis. There are no scheme of such regularization regarding which any benefit can be claimed by the petitioner. Learned counsel has relied upon findings of the Hon'ble Supreme Court of India in **Ganesh Digamber Jambhrunkar & Ors Vs. The State of Maharashtra & Ors** Special Leave to Appeal (C) No. 2543/2023 decided on 12.09.2023. Learned Counsel for the petitioner has however, submitted that the unfair labour practice followed by the respondents was result of not only the appointment of workers on temporary basis for long period of time but the policy made by the respondent No. 1 not violative of the basic provisions of Labour Law and contrary to fairness and equity.

31. The **Hon'ble Supreme Court of India in Jaggo vs. Union of India & Ors** has held in Para No. 21 to 27 as follows:

"21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment: continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. *The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.*

23. *The international Labour Organization (ILO), of which India is a founding member, has consistently advocated for employment stability and the fair treatment of workers. The ILO's Multinational Enterprises Declaration encourages companies to provide stable employment and to observe obligations concerning employment stability and social security. It emphasizes that enterprises should assume a leading role in promoting employment security, particularly in contexts where job discontinuation could exacerbate long-term unemployment.*

24. *The landmark judgement of the United State in the case of **Vizcaino v. Microsoft Corporation** 97 F.3d 1187 (9th Cir. 1996) serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of employee benefits, thereby increasing their profits. This judgement underscores the principle that the nature of the work performed, rather than the label assigned to the workers, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.*

25. *It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:*

    ***Misuse of "Temporary" Labels:** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual", even when their roles mirror those of regular*

employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

Arbitrary Termination: *Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.*

Lack of Career Progression: *Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raise. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.*

Using outsourcing as a Shield: *Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.*

Denial of Basic Rights and Benefits: *Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.*

26. *While the judgment in Uma Devi (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claim of long-serving employees. This judgement aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claim of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in* ***Uma Devi*** *(Supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgement of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.*

27. *In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country".*

32. In these circumstances of this case the respondent management has flouted basic principle of Industrial Disputes Act which has led to the violation of the fundamental rights of the petitioners. The Management followed unfair labour practice while appointed drivers and conductors on temporary basis. Drivers and conductors were working through different school sessions and being employed on temporary basis or 89 days contract, they continued work uninterruptedly for number of years. Financial and social standing of the workmen limited their choices as they were in need of livelihood to support their family. No reason has been cited by the management to deprive the petitioners for their regular employment. The policy prepared by the respondent No.1 was clear violation of fundamental right of the petitioners and the provisions of Industrial Disputes Act amounting to unfair labour practice. In these circumstances, the petitioners are entitled to regularization in service on the respective posts of drivers and conductors on completion of five years continuous service in five sessions of school in the regular pay scale with all consequential benefit, monetary and otherwise. The seniority will be counted from the date of their initially appointment whether on contractual basis or not and regularization be effected from the date of completion of 5 years of continuous service with the respondent. They are all entitled to the principle of equal pay for equal work from the date of their regularization in the regular pay scale of drivers/Class-D employees of the respondent management. This demand for regularization of the petitioners is partly allowed.

33. Petitioner has also demanded that payment of bonus in accordance with the Payment of Bonus Act, however, considering the provisions of Section 32(v)(b) of the Act, the petitioners cannot be held entitled to the payment of bonus. The demand of the petitioners with regard to 8 hours of work and overtime also appears to be genuine and the same deserves to be allowed. The petitioners working with the respondent are entitled to get copies of all the services bye-laws applicable to the respondent institution so that they can take benefits of their service. The above demands are partly accepted. Respondents are directed to comply with the order and implement the award within 60 days of its publication. Accordingly Issue No.1 is partly decided in favour of the petitioners.

Issues No. 2, 3, 4 & 5

34. The onus of proving these issues was on respondents was discussed in detail while deciding issue No. 1 that the respondents fall within the definition of industry and drivers and conductors fall within the purview of terms 'workmen'. This Court has jurisdiction to determine the dispute raised by the petitioners. The factum of authorization of Karamchari Sangh is clear from the documents on record and the petitioners being workmen under the Industrial Disputes Act have locus standi to pursue the present case.

Relief

35 . In view of my discussion on the issues above, the claim petition succeeds and is partly allowed. The petitioners are entitled to regularization in service on the respective post of drivers and conductors on completion of continuous service of five sessions of the school in the regular pay scale with all consequential benefit, monetary and otherwise. Their seniority will be counted from the date of their initially appointment whether on contractual basis and regularization will be effected from the date of completion of 5 years of continuous service with the respondent. They are all entitled to the principle of equal pay for equal work from the date of their regularization in the regular pay scale of drivers/ class-D employees of the respondent Management. The demand for regularization of the petitioners is partly allowed. The demand of the petitioners with regard to 8 hours of work and overtime is also allowed and petitioners working with the respondent are entitled to get the copies of all the service bye-laws applicable to the respondent institution. The

respondents are directed to comply with the order and implement the award within 60 days of its publication. Parties are left to bear their costs.

36. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 53/2023

Date of Institution : 06.12.2022

Date of Decision : 30.05.2025

Sh. Bishamber Chand s/o Sh. Dharam Chand, r/o Village Tangroti, P.O. Ramehar, Tehsil Dharamshala, District Kangra, H.P. . . *Petitioner*.

Versus

1. The President/Secretary, DAV College Trust and Management Societies, Chitragupta Road, New Delhi.

2. The Principal, IB DAV Public School, Narwana, Tehsil Dharamshala, District Kangra, H.P. . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. A.R. and

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. R.K. Bhardwaj, Ld. Adv.

AWARD

This is a claim petition under Section 2-A (2) of the Industrial Disputes Act, 1947 filed directly before this court after completion of mandatory period of 45 days of filing of dispute before the Conciliation Officer.

2. The brief facts as stated in the claim petition are that the services of applicant/workman have been initially appointed by the Principal of Institution in the capacity of Bus Driver without any appointment letter in the month of August, 2008 and he had continued discharged his duties on temporary/adhoc basis till 31.03.2013. During the above said period the management of institution has paid him salary in his bank account regularly without deduction of Employees Provident Fund as such the benefit of the EPF contribution from Aug, 2008 to 31.03.2023 has not been given to the applicant/workman. It is submitted that after completion of the ad-hoc period satisfactorily the services of the applicant has been appointed by the respondent No. 2 with prior approval from respondent No. 1 on permanent basis as driver w.e.f. 01.04.2013 and he continued to work in the said capacity till 31.12.2021. On 01.01.2022 the services of the applicant have unlawfully been terminated by the respondent No.2 without any written order but on the request of the applicant his services were again re-appointed by the respondent No. 2 with continuity of service and seniority but without back wages *w.e.f.* 01.04.2022. He continued to work in the said capacity till 01.05.2022 and during the said period the work and conduct of the workman was fully satisfactory up to the mark. He was not given any show cause notice and charge sheet and no enquiry had been conducted by the management of institution under the service bye laws as well as standing orders of institution. It is submitted that on 02.05.2022 the Principal of Institution/Respondent No. 2 called the applicant/ workman in his office and stated that presently institution no more required the services of the applicant and asked him not to report for duties in future. It is submitted that the respondent No. 2 has not given any written notice to the applicant before terminating his service *w.e.f.* 02.05.2022 and also did not pay the salary to the applicant for the month of April, 2022 thus violated the provision of Section 5(2) of the Payment of Wages Act, 1936. It is submitted that before termination the services of the applicant/workman the management has not served any show cause notice, charge sheet for alleged misconduct and also not conducted any enquiry against him. He was terminated without complying the provisions of Section 25-F(a) and (b) of the Industrial Disputes Act, 1947. It is submitted that the applicant/workman has completed more than 240 days in each and every calendar year from the date of his initial engagement as well as last 12 calendar proceeding month from the date of his unlawful termination. The respondents have failed to intimate the office of Labour Commissioner, H.P. regarding his termination. It is submitted that the persons junior to the applicant/workman namely Vijay Kumar was retained in service. It is asserted that at the time of his unlawful termination he was plying the school bus no. HP 68-A 3986. It is submitted that one or two drivers have been appointed by the management in his institution after termination the services of the applicant hence the respondent has violated the provision of under Section 25-H of the Industrial Disputes Act, 1947. It is categorically submitted that the applicant was working in the capacity of Driver from 2008 till December, 2021 and rendered more than 13 years of continuous service and he has submitted his representation to the respondent No.2 regarding regularization of his services as per the policy of DAV Institution to pay him regular pay scale as pay the regular drivers of the Institution along-with other retaining allowances as granted to the post of driver. Respondents have not accepted the request of the applicant hence, the petitioner has been terminated by the respondent illegally *w.e.f.* 02.05.2022. It is submitted that the act of the institution to not to allow workman to resume his duties *w.e.f.* 01.01.2022 to 31.03.2022 and finally termination his services *w.e.f.* 02.05.2022 is highly unjustified, arbitrary, unconstitutional and against the mandatory provisions of the Industrial Disputes Act, 1947 and management of institution has also adopted the unfair labour practice as per schedule 5th clause 10 of the Industrial Disputes Act, 1947 as such the respondents have been deprived the applicant for permanent status and as per article 14, 16 and

21 of the fundamental right of Constitution of India. The applicant/workman has raised demand notice against the respondents vide demand notice dated 10.05.2022 and the same has been forwarded to the Labour Officer-cum-Conciliation Officer Kangra at Dharamshala for necessary action. The applicant/petitioner has filed the application before the Labour Officer-cum-Conciliation Officer Kangra under Section 2-A(2) of the I.D. Act. 1947 regarding direct claim petition before the Court and requested to submit the certificate as mandatory required to approach the Court. As per the amendment under the Industrial Disputes Act, 1947, Section 2-A of 2010 *w.e.f.* 15.09.2010 the applicant has filed the direct claim petitioner before this Court for justice. It is prayed that the claim may be allowed and unlawful termination dated 01.01.2022 and 02.05.2022 may be set aside and respondents be directed to reinstate the services of the applicant in his original place of work in the capacity of driver with full back wages, seniority and continuity of service with all other consequential service benefits till the date of his reinstatement.

3. In reply respondent has raised preliminary objection qua maintainability, suppression of material facts. On merits it is admitted that the applicant was appointed as driver on Adhoc/Contractual basis *w.e.f.* 01.08.2008 and management has paid salary in his bank account regularly with deduction of employees provident fund. It is asserted that the respondent No. 2 has issued show cause notice to the applicant/petitioner in the period mentioned in the petition. The respondent No. 2 has also received the verbal complaint from the parents of the children against the applicant. Hence, the respondent No. 2 has warned the applicant verbally. It is asserted that during the pandemic period April 2020 to December 2020 the applicant was appointed for 89 days and again reappointed *w.e.f.* 11.04.2022 for 89 days. The respondent No. 2 issued a show cause notice on 13.12.2019 to the applicant for breaking the rear window pane of the school and the pillar post of the gate. The applicant was reappointed *w.e.f.* 11 April 2022 on 89 days basis and salary was disbursed into his account accordingly. Hence, there is no violation of section 5 (2) of the payment of wages Act, 1936. It is submitted that on 02.05.2022 the applicant handed over the school bus keys to Sh. Parveen (peon) at around 3:30 PM by alleging that he will not come to the school. The applicant driver did not intimate to the respondent No. 2 neither bothered or to message the respondent No. 2. It is submitted that a letter was issued to the applicant on 17.05.2022 for not reporting on duty and not keeping the respondent No.2 informed of absenteeism hence the applicant has wilfully left the job of driver from the institution. It is asserted that the applicant had failed to inform the institution and did not report for duty in spite of issuing a letter therefore a driver was appointed through outsource agency to meet the immediate urgency for the smooth functioning of the institution. It is further submitted that the applicant has not been terminated by the respondent No. 2 at any point of time or on dated 02.05.2022. It is prayed that the claim is devoid of any merit and deserves to be dismissed.

4. In rejoinder the preliminary objections raised by the respondents were denied and the facts stated in the claim petition were reasserted and reaffirmed and it is prayed that the present claim deserves to be allowed.

5. On the basis of the pleadings of the parties, the following issues were framed on 28.08.2023 for adjudication and determination:—

1. Whether the services of the petitioner were unlawfully terminated by the respondent No. 2 *vide* verbal order *w.e.f.* 02.05.2022, as alleged? . . *OPP*.

2. Whether the petitioner is entitled to back wages, seniority and all other consequential service benefits, as claimed? . . *OPP*.

3. Whether the petition is not maintainable, as alleged? . . *OPR*.

4. Whether the Petitioner has not approached the Court with clean hands and has suppressed the material facts, as alleged. If so, its effect? . . *OPR*.

Relief

6. Petitioner in order to prove the case has been examined by way of affidavit Ext. PW1/A wherein he has reiterated the facts stated in the claim petitioner and also produced on record letter dated 18.07.2022 Ext. PW1/B, application dated 10.08.2022 Ext. PW1/C, copy of notice dated 15.09.2022 Ext. PW1/D and copy of demand notice Ext. PW/E. PW2 Sh. Sanjay Kumar has also examined by the petitioner he has produced copy of attendance record of Vijay Kumar, Ramesh Kumar, Parveen and Veena Devi Ext. PW2/A, copy of initial appointment order of Ramesh Chand and Vijay Kumar Ext. PW2/B, copy of regularization orders of Vijay Kumar and Ramesh Chand Ext. PW2/C and Ext. PW2/D, copy of pay scale of teaching and non-teaching staff Ext. PW2/E.

7. Respondent has examined Smt. Lata Thakur, Principal, IB DAV Public School Narvana, Tehsil Dharamshala by way of affidavit Ext. RW1/A. She has as reiterated the facts stated in the reply and also produced on record copy of letter dated 08.07.2022 Ext. RW1/B.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Partly Yes
Issue No. 2	:	Yes
Issue No. 3	:	No
Issue No. 4	:	No
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The petitioner has claimed that he was appointed as a driver on adhoc basis on August, 2008 and continuously worked as such till 31.03.2013. From 01.04.2013 he was kept on regular basis and again his services were terminated on 01.04.2022. He was again employed and continuously worked till 01.05.2022. On 02.05.2022 he was informed that his services are no more required and not to report for duties in future. He was not paid salary for April, 2022, his services were orally terminated. The petitioner asserted that he has completed 240 days continuous service before termination hence, his termination is in violation of the provisions of the Industrial Disputes Act, 1947.

11. In his cross-examination the petitioner denied that he has left the office due to own will and gave keys of bus to Sh. Parveen (peon).

12. RW1 Smt. Lata Thakur, Principal IB DAV Public School Narwana has alleged in her affidavit that the petitioner was employed on Adhoc/contractual basis w.e.f. 01.08.2008. The conduct of the petitioner was not satisfactory and up to the mark. He was appointed for 89 days from April, 2020 to December, 2020. He was re-appointed on 11.04.2022 for 89 days and his services were not terminated on 02.05.2022. According to the respondent on 02.05.2022 petitioner was directed to do some small chores in the institution which he refused and raised arguments with RW1 Smt. Lata Thakur. On the same day he handed over the school bus keys to Sh. Parveen (Peon) and alleged that he will not come to the school. Thereafter the petitioner did not bother to send any message to the respondent and despite receiving letter dated 17.05.2022 he did not report on duty and continued to be absent. According to the respondent the petitioner wilfully left the job of driver. Section **2 (oo)** of the Industrial Disputes Act, 1947 defines retrenchment as follows:—

"(oo)["retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include - [Inserted by Act 43 of 1953, Section 2 (w.e.f. 24.10.1953).]

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or]"

13. RW1 Smt. Lata Thakur has admitted in her cross-examination that the petitioner had worked throughout the academic session since 2019. She also admits that the petitioner has worked for whole of the academic session since 2008, though, on contractual basis. She admits that the driver worked for whole year and petitioner also worked for more than 240 days each year and post of driver is permanent in nature.

14. Statement of RW1 Smt. Lata Thakur makes it clear that the petitioner was a workman/ driver who had completed almost 13 years of service working 240 days each year with the respondent. The fact that the petitioner was being appointed after giving breaks after particular period of time amounts to unfair labour practice vide entry No.10 of 5th Schedule of Industrial Disputes Act, 1947.

15. The Hon'ble Supreme Court in **ONGC LTD Vs. Petroleum Coal Labour Union** wherein it has been also held in para No. 40 as follows:

"*40. Further, it has been contended by the learned senior Counsel on behalf of the Corporation that in the absence of any plea taken by the workmen in their claim statement regarding unfair labour practice being committed by the Corporation against the concerned workmen, the learned Single Judge and the Division Bench ought not to have entertained the said plea as it is a well settled principle of law that such plea must be pleaded and established by a party which relies before the Tribunal. In support of the above contention reliance was placed by him on the decision of this Court in Siemens Limited and another v. Siemens Employees Union and another. The said contention of the learned senior Counsel on behalf of the Corporation is wholly untenable in law and the reliance placed on the aforesaid case is misplaced for the reason that it is an undisputed fact that the workmen have been appointed on term basis vide memorandum of appointment issued to each one of the concerned workmen in the year 1988 by the Corporation who continued their services for several years. Thereafter, they were denied their legitimate right to be regularized in the permanent posts of the Corporation. The said fact was duly noticed by the High Court as per the*

contention urged on behalf of the Corporation and held on the basis of facts and evidence on record that the same attracts entry Item No.10 of the Schedule V of the Act, in employing the concerned workmen as temporary employees against permanent posts who have been doing perennial nature of work and continuing them as such for number of years. We affirm the same as it is a clear case of an unfair labour practice on the part of the Corporation as defined under Section 2(ra) of the Act, which is statutorily prohibited under Section 25-T of the Act and the said action of the Corporation warrants penalty to be imposed upon it under section 25-U of the Act"

16. The respondents have denied that they had terminated the services of the petitioner and also alleged that the petitioner has left the job at his own will. RW1 Smt. Lata Thakur has stated that the petitioner gave keys of bus to one Sh. Parveen (Peon). This witness has however, not been examined in the court to prove that the petitioner has left the job of his own accord. The petitioner however, has admitted receiving letter Ext. R-2. Learned counsel for the respondent vehemently argued that the receipt of letter Ext. R-2 by the petitioner shows that he was unwilling to join the duty and he did not join after being aware of said notice. It is further submitted by the learned counsel on behalf of the petitioner that Ext. R-2 is not a show cause notice. There is no direction in the said notice to join the duty. RW1 Smt. Lata Thakur has admitted that any separate show cause notice was not given to the petitioner. Ext. R-2 does not direct petitioner to join his duty or seeks his explanation for allegedly not attending to work. No inquiry was also conducted. It is clear from the evidence that neither any show cause notice nor any charge sheet or inquiry proceedings were carried out on the basis of alleged intentional absenteeism of the petitioner. The services of the petitioner were abruptly discontinued without due process. No documentary proceedings under taken by the respondent/ management and no oral, documentary evidence in order to prove conduct of the petitioner as alleged by the RW1 Smt. Lata Thakur could be produced specially by way of examination of Parveen Kumar (peon) who was allegedly handed over the keys of the bus by the petitioner. Non adducing any evidence to show due process of disengagement of the petitioner by means of inquiry proceeding and non production of oral, documentary evidence regarding the allegations against him leading to his disengagement/ termination does not validate the termination of petitioner. RW1 Smt. Lata Thakur also alleged the conduct of the petitioner was not up to the mark and notice Ext. R-1 and R-3 were issued earlier. It is however, submitted by the learned counsel for the petitioner that there is no proof of any disciplinary proceedings started against the petitioner or any charge being proved against him. It appears that petitioner was employed as a driver for more than 13 years on similar terms of contract by giving intentional breaks. RW1 Smt. Lata Thakur also admits that no notice under Section 9-A of the Industrial Disputes Act, 1947 was given to the petitioner when his contract was changed earlier from the contractual basis to 89 days basis temporary employment. This also amounts to violation of the Industrial Disputes Act, 1947 and unfair labour practice on the part of the respondent/ management. The plea of abandonment raised by the respondents is not fortified from the evidence on record and grounds of termination by way of disciplinary action are not established. Some total of evidence clearly shows that the termination of the petitioner was in violation of the provisions of the Industrial Disputes Act, 1947 as there is no retrenchment compensation or mandatory notice issued in favour of the petitioner. The termination of petitioner by respondent is illegal. This issue No.1 is partly decided in favour of the petitioner.

Issue No. 2

17. It has been discussed above in detail that petitioner was employed as a driver continuously for years however, for short terms contract amounting to unfair labour practice by the respondent. His service were terminated without any due process and amounted to retrenchment. Respondent did not comply with the mandatory provisions of Section 25-F of the Industrial Dispute Act, 1947 while dispensing with the service of the petitioner. Learned counsel for the petitioner

has submitted that the petitioner has already attained the age of 60 years. In these circumstances, the relief of re-instatement cannot be granted in his favour. Taking into consideration the act and conduct of the respondent and present circumstances of the petitioner, the petitioner is held entitled for compensation lump sum payment of Rs. 2,00,000/-(Rs. Two Lakh only) for his illegal termination and violation of the Industrial Disputes Act, 1947 to be paid by the respondent. Issue No.2 is according partly decided in favour of the petitioner.

Issues No. 3 & 4

18. The onus of proving these issues was on the respondents. There is no evidence on record to show that the petitioner did not approach the court with clean hands and suppressed material facts. Claim referred to this Court after completion of mandatory period of 45 days of filing dispute before the Conciliation Officer and the respondent has violated the provisions of the Industrial Disputes Act, 1947. Accordingly the present claim petition is maintainable and issues no. 3 and 4 are decided in the favour of the petitioner and against the respondents.

Relief

19. In view of my discussion on the issues no. 1 and 2 above, the petitioner cannot be granted relief of reinstatement, seniority and continuity of service and other consequential benefits but he is held entitled for compensation to the tune of Rs. 2,00,000/- (Rupees two lakh only), which would be paid within four months by the respondent from the date of publication of Award failing which the respondent shall be liable to pay the interest @ 6% per annum on the said amount from the date of award till the date of its realization. Parties are left to bear their costs.

20. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM**-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 120/2017
Date of Institution : 21.6.2017

Date of Decision : 30.5.2025

Shri Bishnu Ram s/o Shri Sant Ram, r/o V.P.O. Sunhani, Tehsil Jhanduta, District Bilaspur, H.P. (through legal heirs of deceased petitioner *i.e.* Smt. Asha Devi (Wife), Smt. Satya Devi (Mother) and Miss Divya (Daughter). . . *Petitioners*.

Versus

1. The Employer/Manager, M/s GVK EMRI, J.P. Motors Building, Village Anji, Barog Bye Pass Solan, District Solan, H.P.

2. The Mission Director, Natioinal Health Rural Mission, Government of Himachal Pradesh, Shimla.

3. The Employer/Managing Director, M/s Adecco Flexione Workforce Solutions Private Limited, C-127, Basement Level, Satguru Infotech, Phase VIII, Industrial Area Mohali, Punjab (Contractor company).

4. The Managing Director, M/S Adecco India Private Limited, No.2, NAL Wind Tunnel Road, Murugeshpalya, Bangalore (Corporate Office) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner(s)	:	Sh. Umesh Nath Dhiman, Ld. Adv.
For Respondent No. 1	:	Sh. Vijay Kaundal, Ld. Adv.
For Respondent No. 2	:	Sh. B.C. Katoch, Ld. Dy. D.A.
For Respondent No(s) 3 & 4	:	Already exparte

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority/ Deputy Labour Commissioner :

> "Whether termination of the services of Bishnu Ram s/o Shri Sant Ram, r/o V.P.O. Sunhani, Tehsil Jhanduta, District BIlaspur, H.P. *w.e.f.* 06-02-2013 by (i) the Employer/Manager, M/s GVK EMRI, J.P. Motors Building, Village Anji, Barog Bye Pass Solan, District Solan, H.P. (ii)The Mission Director, Natioinal Health Rural Mission, Government of Himachal Pradesh, Shimla (iii) the Employer/Managing Director, M/S Adecco Flexione Workforce Solutions Private Limited, C-127, Basement Level, Satguru Infotech, Phase VIII, Industrial Area Mohali, Punjab (Contractor company) (iv) the Managing Director, M/S Adecco India Private Limited, No.2, NAL Wind Tunnel Road, Murugeshpalya, Bangalore (Corporate Office), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers/ Management?"

2. The brief facts as stated in the claim petition are that the applicant was initially appointed as pilot/driver for a period of one year on contract basis *w.e.f.* 20.12.2010 to 20.12.2011 and was ordered to be posted with GVK EMRI Berthin, Tehsil Jhanduta, District Bilaspur, H.P.

Thereafter his contract was renewed from time to time. It is asserted that the applicant had discharged his duties with full devotion and the applicant was awarded with certificate of appreciation by the respondents which was duly endorsed by the H.P. Govt. The work of applicant was marked in EMCARE (The Magzine) issued/published by the respondents. The respondents had promoted the applicant time to time and during his service period he was transferred by the respondent in different places. The applicant had discharged his duties sincerely and faithfully and service of applicant was required by the respondents but the services of applicant were terminated without any reason and his contract was not renewed by the respondents. While terminating the services of the applicant person juniors to the applicant were retained and fresh persons engaged in violation of the provisions of Section 25-H of the Industrial Disputes Act. After the disengagement of the applicant the respondents have retained and engaged fresh person without giving an opportunity to the applicant for re-engagement. It is alleged that while disengaging the petitioner the respondents had not followed the provisions of Section 25-F of the Industrial Disputes Act which was illegal and void ab initio. It is asserted that the respondents had tried to take undue advantage of clause 1.1.1(a) of agreement in which the Government of HP/respondent no.2 agreed qua autonomy and operational freedom to the respondents with regard to selection, hiring, appraisals, transfers and termination/dismissal of staff from BIZ agencies, preparation of training procedures all employees of GVK EMRI HP would be appointed on contract and duration of contract not more than 5 years would be clearly mentioned so there was no long term obligation for employment. It is asserted that the respondent no.1 had not only acted in arbitrary manner but violated its own rules mentioned in 1.1.1 whereby it is specified that the services of employee shall be liable to be terminated by giving two months notice by the either side. Act of respondent no.1 was punitive in nature and as such action on the part of the respondent no.1 was not sustainable in the eyes of law and the same had caused gross violation of the principles of natural justice. It is alleged that the act on the part of the respondents was wholly discriminatory, unconstitutional and violative of provisions of the Industrial Disputes Act and as such the termination of the services of applicant w.e.f. 6.5.2013 by the respondent no.1 deserves to be quashed and the applicant be held entitled to be reinstated as fleet pilot along-with consequential benefits. It is prayed that the verbal termination/disengagement dated 6.5.2013 by respondent no.1 may be quashed and the respondents may be directed to reinstate the applicant as fleet pilot along-with all consequential benefits i.e. seniority, and arrears of pay/wages etc.

3. In reply to the claim petition on behalf of respondent no.1 preliminary objections qua maintainability, cause of action, locus standi and suppression of material facts have been raised. On merits, it is admitted that the State of Himachal Pradesh had started Emergency Medical Services with the intention to improve access to healthcare which was being provided to needy people in the entire state particularly in emergency situation to the general public and also provided emergency response No.108 for responding to medical police and emergency services. To achieve the said goal the Government of Himachal Pradesh and respondent no.1 entered a public private partnership agreement with GVK-EMIU wherein respondent no.1 was financed by the grant-in-aid released by the Government of H.P. It is submitted that there was change in mode of operation of NAS National Ambulance Service and thereafter mode of operation of NAS-108 ambulances from MOU mode to the tender mode to run and function of the NAS-108 ambulances was being governed by terms and conditions of the concession agreement as entered into between the parties on 16.11.2016. It is specifically denied that applicant was appointed as Pilot/Driver for a period of one year on contract initially w.e.f. 20.12.2010 to 20.12.2011 by the replying respondent no.1 and ordered to be posted with GVK EMRI Berthin, Tehsil Jhanduta, District Bilaspur, H.P. It is submitted that the said appointment was made by the respondents no.3 and 4 on its own payrolls being the contractor of respondent no.1. Thereafter the applicant/claimant was deputed with principal employer i.e. respondent no.1 at Chamba. The said appointment of applicant was on contractual employment and was granted for fixed period by the respondents no.3 and 4 and he (applicant) was never the employee of the respondent no.1. The contract of applicant was not

renewed from time to time by respondent no.1. It is submitted that the contract renewals were done by the contractor i.e. respondents no.3 and 4 on contractual basis for a fixed period. The applicant was awarded with certificate of appreciation in February, 2014 by respondent no.1 and the same was endorsed by the Govt. of H.P. and the work of the applicant was marked in EMCARE (The Magzine). It is submitted that the certificate of appreciation were given to most of employees to encourage them to do their duties diligently. Respondents have emphatically denied that the applicant always served the respondents and the public with devotion. It is also denied that the applicant had discharged his duties sincerely and faithfully. It is denied that the services of pilot/driver was required by replying respondent no.1. It is further denied that the contract of service of applicant was unreasonably ordered not to be renewed by replying respondent without any valid reason by his verbal termination on 6.5.2013. It is asserted that verbal termination of applicant was done by the respondents no. 3 and 4 and respondent no.1 had no role in oral termination of the services of the applicant. Respondents denied that after verbal termination of the applicant, respondent no.1 had retained juniors and engaged fresh persons. It is asserted that the applicant was a contractual employee of the respondents no.3 and 4 and his services falls under the provisions of Section 2(oo) of the Industrial Disputes Act, 1947 hence question of violating Section 25-H of the Industrial Disputes Act does not arise at all. Other averments parawise made in the petition were denied and it is prayed that the claim deserves to be dismissed.

4. In reply to the claim petition on behalf of respondent no. 2 preliminary submission has been raised qua maintainability as against the replying respondent. It is mentioned that emergency ambulance service earlier in the name of Atal Swasthya Seva (108) and presently renamed as National Ambulance service (108) was being run by State of H.P. in the interest of patient care and public at large under the public private partnership mode through GVK Emergency Management and Research Institute (GVK-EMRI) *i.e.* respondent no. 1 for which the agreement and MOU was executed between both the parties on 9.7.2010. It is asserted that respondent no.1 i.e. M/s GVK EMRI was further entered into agreement with one M/s Adecco Flexion Workforce Solutions Private Limited i.e. respondent no.3 for hiring manpower and staff to run the National Ambulance Service with certain specific terms and conditions. It is asserted that the respondent no.1 and respondent no.3 were being the concerned authorities in the matter of hiring as well as removing the services of the staff of National Ambulance Service (108). It is submitted that certificate of registration was issued to respondent no.1 for carrying out the emergency services with respect to Atal Swasthya Sewa (presently renamed as National Ambulance Service) by the Labour Department, the principal employer was M/s GVK EMRI and the replying respondent was not at all the principal employer. On merits, it is submitted that the services of the petitioner were engaged by the respondent no.3 on behalf of respondent no.1 and further continued as per their requirement. It is submitted that the contention with regard to petitioner having been served with full devotion and sincerity are denied for want of knowledge on part of replying respondent as the petitioner for all intents and purposes was serving under the respondent no.1 after being engaged by the respondent no.3 and added that certificate of appreciation if any does not create any legally enforceable right in favour of the petitioner for any claim over and above. All the other parawise averments made in the petition were denied and it is prayed that the petition deserves to be dismissed.

5. In reply to the claim petition on behalf of respondents no.3 and 4 preliminary objection qua maintainability has been raised. On merits, it is asserted that the contract service of applicant was renewed by respondent no.1 after 2013 as the contract between replying respondents and respondent no.1 stood terminated in August, 2013 and still the respondent no.1 is providing jobs/service to HP Government *i.e.* respondent no. 2. It is asserted that the there was no role of replying respondents with regard to provide jobs or termination of any one as it was done by respondent no.1. It is prayed that the petition may be dismissed against the replying respondents in the interest of justice.

6. In the rejoinders preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

7. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner *w.e.f.* 06-02-2013 by respondents is/was illegal and unjustified, as alleged? . . *OPP*.

2. If issue no.1 is proved in affirmative, to what amount of back wages, seniority, past service benefits and compensation the petitioner is entitled to from the employers/respondents? . . *OPP*.

3. Whether the claim petition is not maintainable? . . *OPR*.

Relief

8. The petitioner Sh. Bishnu Ram in order to prove his case has produced on record affidavit.

9. The respondent no.1 has examined Dr. Vikas Sharma, Programme Officer-cum-OSD (EMRT), National Health Mission, H.P. Shimla-9 by way of affidavit RW-1 wherein he has reiterated the facts stated in the reply. He has also produced on record the documents i.e. copy of agreement dated 9.7.2010 Ext. R-1, agreement dated 10.8.2010 Ext. R-2, certificate of registration Ext. R-3, concession agreement Ext. R-4 and concession agreement dated 17.12.2021 Ext. R-5. Respondent no.2 has examined Shri Sachin Pathak, Deputy Manager (HR), M/s GVK Emergency Management & Research Institute (Now EMRI Green Health Services) by way of affidavit Ext. RW2/A wherein he has reiterated the facts stated in the reply.

10. It is pertinent to mention here that the respondents no.3 and 4 were proceeded ex parte on 15.5.2025 as they failed to appear despite service.

11. I have heard the learned Counsel for all the parties at length and records perused.

12. For the reasons to be recorded hereinafter while discussing the points for determination, my findings thereon are as under:

Issue No. 1	:	Partly Yes
Issue No. 2	:	Decided accordingly
Issue No. 3	:	No
Relief	:	Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No.1

13. Respondent no. 2 had entered into contract with respondent no.1 for providing emergency ambulance service in the name of Atal Swasthya Seva (108) or National Ambulance

service under public private partnership mode. The MOU is dated 9.7.2010 duly produced on record. Respondent no.1 had entered into an agreement with respondents no. 3 and 4 for hiring manpower and supply to run national ambulance service. Respondent no.1 also signed agreement of services Ext. R-2 with respondents no.3 and 4. Respondent no.1 asserted in their reply vide clause 1.1.0 of Ext. R1 there was operational freedom and autonomy to make independent decision in respect of employment of workforce, the said clause as is follows:—

"**1.1.0. Provide Autonomy and Operational Freedom to GVK EMRI**

1.1.1 Continue to recognize GVK EMRI as the State Level Nodal Agency to provide emergency response services across the State, in coordination with the public agencies, which will help drive greater transparency, agility, and better citizen service. GVK EMRI shall have the operational freedom and autonomy which includes among other things, the ability to make independent decisions in respect of the following:

(a) Selection, hiring, appraisals, transfers and termination/dismissal of staff, freedom to avail the staff from HR agencies, preparation of training procedures; all employees of GVK EMRI HP will be appointed on Contract and the duration of the Contract (not more than five years) will be clearly mentioned so that there is no long term obligation for employment. The Contract with the employees shall be liable to be terminated by giving two month's notice by either side. The Contract with employees shall not exceed the term of this Agreement. The terms of the contracts for appointment will be finalized by the Executive Council constituted under the Clause 1.3.3 of this agreement.

(b) Processes and procedures followed for provision of emergency response services;

(c) Infrastructure required for providing emergency response services;

(d) Re-appropriation of the budget within the overall operational expenditure provision;

(e) Promotional activities undertaken to create awareness;

(f) Proliferation of the best practices;

(g) Technology development and deployment;

(h) Design of ambulances and equipping them, as required:

Provided in the interest of transparent functioning, GVK EMRI, would furnish details pertaining to the above activities to the State Government if the latter party so requires, and can also suo-motu seek consultation of the State Government where needed in respect of 1.1.1 (b) to (h) above and in other matters of operation of ERS for improving the service quality.

1.1.2. Entrust GVK EMRI with the responsibility of operationalization of agreed number of ambulances from time to time, at the State Government's cost and expense, to meet the objectives of the ERS".

14. Respondent no.1 had also emphasized that vide clause B (iv) of the agreement dated 9.7.2010 Ext. R-1 they were entitled to hire workforce from the contractor.

15. It is the primary defence of respondent no.1 that being principal employer they are not liable to renew the agreement and claims of applicant and had no role in termination of the applicant who was employee of respondents no. 3 and 4 the contractor. On the other hand respondents no.3 and 4 in their reply have submitted that the contract of service of applicant was to be renewed by respondent no.1 after 2013 as the contract between respondent no.1 and respondents no. 3 and 4 stood terminated in August, 2013 however respondent no.1 had continued to provide job of service in the favour of the H.P. Government. In reply respondents no. 3 and 4 have mentioned that providing job and termination of the job was actually done by the respondent no.1 only.

16. Learned counsel for the petitioner has argued that the nature of agreement between respondent no.1 and respondents no. 3 and 4 was merely an arrangement to deprive the workers from the benefits of regular employees and was a sham agreement. The Hon'ble Supreme Court in **SAIL v. National Union Waterfront Workers, ("SAIL Judgment"), (2001) 7 SCC 1** has held as follows:—

> "On issuance of prohibition notification under Section 10(1) of the CLRA prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is not found to be genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment."

17. The agreement Ext.R-2 entered with regard to terms and conditions 9.3, 9.4 and 9.5 provides as follows:—

> "9.3 In case GVK EMRI no longer requires the services of the any of the Associates, it shall give a notice of one month or pay Adecco Flexione a sum equal to emoluments of such Associate(s) for the notice period of one month. Subject to the notice period agreed, GVK EMRI shall be entitled to require Adecco Flexione to remove any Associate from the team of Associates providing Services, if in the reasonable opinion of GVK EMRI; such Associate is not performing at the optimum levels or not medically fit or not suitable for providing the service.
>
> 9.4. In the event that the GVK EMRI hires any Associate(s) who performed services for GVK EMRI under this Agreement, within a period of *one year from date of deployment of such Associate(s),* it shall pay Adecco Felxione a sum equivalent to absorption fees mentioned in this Agreement.
>
> 9.5. During the term of the Agreement if GVK EMRI desires to reduce the number of Ambulances and/or Associates requirement, by 15% or more of the total strength in any given month, in such cases GVK EMRI shall give clear thirty (30) days notice to Adecco Flexione or pay an amount equal to thirty (30) days emoluments and service margins for such Associates in lieu of notice period".

18. The agreement Ext. R-2 vide the terms and conditions Clause 9.1 was valid for three years after 10.8.2010. The alleged verbal termination of the petitioner occurred on 6.5.2013. The agreement Ext. R-2 was valid upto August, 2013 which implies that provisions of Clause 9.3 were duly applicable and respondent no.1 was under obligation to pay the advance salary which was not paid to the petitioner. Respondent no.1 had liability to overlook that respondents no.3 and 4 did follow the terms and conditions of agreement or provisions of other labour laws in respect of workforce being supplied by respondents no.3 and 4. The Hon'ble Supreme Court in **Workmen of Nilgiri Coop. Mktg. Society Ltd. v. State of T.N., 2001 (7SCC) 1** has discussed test/factor which shall determine (sham arrangement) and whether employer and employee relationship exists between principal employer and contract labour as follows:—

"The Court held that several factors that would have a bearing on the issue, are:

(a) who is appointing authority;

(b) who is the pay master;

(c) who can dismiss;

(d) how long alternative service lasts;

(e) the extent of control and supervision;

(f) the nature of the job, e.g. whether, it is professional or skilled work;

(g) nature of establishment;

(h) the right to reject. In an earlier case, Hussainbhai v. Alath Factory Thezhilali Union, 37 it had been held as follows: "Where a worker or group of workers labour to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though Sniped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor"

The tests for the determination of an employer and employee relationship in context of contract labour were also laid down in the decision of National Airport Authority v. Bangalore Airport Service Coop. Society, the except of which is as follows:

"In order to determine whether the applicants were the workmen of the appellants and thus there was the relationship of employer and employee between the appellants and the applicants, both the Single Judge and the Labour Court should have considered, firstly, whether there was a contract of employment between the appellants and applicants. Secondly, whether the porterage service was incidental or integral part of the functions of the airport authorities."

19. PW1 Shri Bishnu Ram petitioner has stated that he was given appointment letter by respondents no. 3 and 4 but the training was given by the respondent no.1. The salary was paid by respondents no. 3 and 4 but advertisement of the job issued by respondent no.1. He admitted that respondent no. 2 had neither appointed him nor he entered into agreement with the respondent no. 2. He admitted in his cross-examination conducted by learned counsel for respondents no. 3 and 4 that he was appointed by respondent no.1. He denied that he left the work out of his own free will. RW1 Shri Vishal Sharma has admitted in cross-examination by learned counsel for respondents no. 3 and 4 that respondent no.1 was having full authority to hire, train, transfer or terminate any employees.

20. RW2 Shri Sachin Pathak, Deputy Manager (HR) M/s GVK Emergency Management & Research Institute has admitted that they entered into operation and maintenance agreement on 108 emergency ambulance with H.P. Government. After agreement with respondents no. 3 and 4 petitioner was appointed as driver/pilot. He denied that he was appointed by respondent no.1. He denied that respondents no. 3 and 4 were engaged only for the purpose of supplying manpower.

21. The above evidence reveals that respondent no.1 had undertaken operation and maintenance of 108 ambulance belonging to respondent no. 2 *i.e.* H.P. Government. Thereafter respondent no.1 entered into an agreement with respondents no.3 and 4 for supply of labour. The advertisement of posts, training and day to day employment control was actually with respondent no. 1. Respondent no. 1 also had the responsibility of operation and maintenance of 108 ambulance provided by respondent no. 2 for a specified period in terms of agreement between them.

22. The manpower were supplied by respondents no. 3 and 4 but the services of petitioner were orally dispensed with the services of petitioner by respondent no.1. Respondent no.1 being principal employer was also under an obligation to overlook that no labour laws were violated even when the workman of contract labour are retrenched subsequent to the termination of contract period or otherwise. The evidence on record also shows that respondents no. 3 and 4 had no role to play in any supervision, control and management of the operations of 108 ambulance, a role which was specifically given to respondent no.1. This implies that engagement of labour through contract was a sham agreement to escape security of service under the Industrial Disputes Act and other labour laws. No doubt respondent no.1 was the principal employer but contract of engagement of labour Ext. R2 was not implemented even on termination of applicant and the bulk of evidence points towards the employer employee relationship between the respondent no.1 and petitioner also. Respondent no.1 has denied that petitioner was appointed by respondent no. 2 but had admitted that he was appointed on contract basis from 20.12.2010 to 201.10.2011 and thereafter the contract was extended by respondents no.3 and 4. The factum of continuous employment of the petitioner is also not disputed by respondents no. 3 and 4 who have not produced any evidence in support of their pleadings. Thus it is proved from the evidence on the case file that the petitioner had completed one year of continuous service preceding the date of his termination.

23. There is nothing on record to show that compliance of Section 25 Clause F of the Industrial Disputes Act, 1947 was done before termination of the services of the petitioner either by respondent no. 1 and/or respondents no. 3 and 4. Accordingly it is held that termination of the services of petitioner was carried out by respondent no.1 and respondents no. 3 and 4 in violation of the provisions of the Industrial Disputes Act and hence issue no.1 is partly decided in the favour of the petitioner.

Issue No. 2

24. During course of adjudication of the present reference the petitioner has since expired. The proceedings are being carried out through the legal representatives/dependants of the deceased

petitioner. The evidence on record also proves that termination of the services of the petitioner was in violation of the Industrial Disputes Act. Hence considering the overall circumstances of this case the dependants/legal representatives of deceased petitioner are held entitled of compensation of Rs.1 lakh from respondent no.1 along-with interest @ 6% from the date of termination till the date of realization. The legal heirs/dependants of deceased petitioner are also entitled Rs.1 lakh from respondents no.3 and 4 along-with interest @ 6% from the date of termination till its realization.

Issue No. 3

25. The maintainability of the claim petition was primarily challenged on the ground that petitioner was merely an employee of respondents no. 3 and 4. The liability of respondent no.1 is however evident from the oral as well as documentary evidence produced before this court hence the claim petition is maintainable and against respondent no.1 as well as respondents no. 3 and 4.

Relief

26. In view of my discussion on the issues above, the claim petition succeeds and is partly allowed. The dependants/legal representatives of deceased petitioner are held entitled of compensation of Rs.1 lakh from respondent no.1 along-with interest @ 6% from the date of termination till the date of realization. The legal heirs/dependants of deceased petitioner are also entitled Rs.1 lakh from respondents no. 3 and 4 along-with interest @ 6% from the date of termination till its realization. Parties are left to bear their costs.

27. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 02/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Tara Chand s/o Shri Jaswant Singh, c/o Shri R. K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . Petitioner.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No.1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Tara Chand s/o Shri Jaswant Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 03/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Deepak Kumar s/o Shri Rofu Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No.2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1&3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

"Whether the termination of services of Shri Deepak Kumar s/o Shri Rofu Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar, (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 04/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Sharif Mohammad s/o Shri Jann Mohammad, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab). . . *Petitioner.*

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No.1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Sharif Mohammad s/o Shri Jann Mohammad, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 05/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Manoj Kumar s/o Shri Tirlok Chand, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No. 1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

"Whether the termination of services of Shri Manoj Kumar s/o Shri Tirlok Chand, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 06/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Ram Dass s/o Shri Gurbhakat Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Ram Dass s/o Shri Gurbhakat Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 07/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Kamal Kishore s/o Shri Saran Dass, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . Petitioner.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No. 1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

"Whether the termination of services of Shri Kamal Kishore s/o Shri Saran Dass, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 08/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Mangal Singh s/o Shri Saran Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No. 1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

"Whether the termination of services of Shri Mangal Singh s/o Shri Saran Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 09/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Sudarshan Kumar s/o Shri Ram Nath, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . *Petitioner.*

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

2. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No. 1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Sudarshan Kumar s/o Shri Ram Nath, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 10/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Tarsem Lal s/o Shri Pritam Chand, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

"Whether the termination of services of Shri Tarsem Lal s/o Shri Pritam Chand, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar, (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 11/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Ashwani Kumar s/o Shri Gulab Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Ashwani Kumar s/o Shri Gulab Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 12/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Gulzari Lal s/o Shri Hans Raj, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar, (Punjab).

. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No.1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:

> "Whether the termination of services of Shri Gulzari Lal s/o Shri Hans Raj, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 13/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Ashish Kumar s/o Shri Satpal Sharma, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

"Whether the termination of services of Shri Ashish Kumar s/o Shri Satpal Sharma, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 14/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Pawan Kumar s/o Shri Jaise Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No.1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:

> "Whether the termination of services of Shri Pawan Kumar s/o Shri Jaise Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27-07-2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 15/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Krishan Kumar s/o Late Shri Jaswant Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab). . . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No.2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Krishan Kumar s/o Late Shri Jaswant Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH.PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 16/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Ashok Kumar s/o Shri Multan Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No.1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Ashok Kumar s/o Shri Multan Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 17/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Mukesh Kumar s/o Shri Khushal Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Mukesh Kumar s/o Shri Khushal Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 18/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Vijay Kumar s/o Shri Jagdev Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No.1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:

> "Whether the termination of services of Shri Vijay Kumar s/o Shri Jagdev Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 19/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Mohammed Shareef s/o Shri Jamal Deen, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab). . . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No. 1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Mohammed Shareef s/o Shri Jamal Deen, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 20/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Ram Swaroop S/o Shri Shankar Dass, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar, (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No. 1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:

> "Whether the termination of services of Shri Ram Swaroop s/o Shri Shankar Dass, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar, (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 21/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Sandeep Kumar s/o Shri Tirath Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No. 1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Sandeep Kumar s/o Shri Tirath Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 22/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Ram Pal s/o Shri Ram Rakha, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No. 1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Ram Pal s/o Shri Ram Rakha, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 23/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Tilak Raj s/o Shri Pritam Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).

. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No.1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> "Whether the termination of services of Shri Tilak Raj s/o Shri Pritam Singh, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)

Reference No. : 24/2021

Date of Institution : 15.1.2021

Date of Decision : 30.05.2025

Shri Parkash Chand s/o Shri Hiru Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner	:	Sh. Rehmat Ali, Ld. AR
For Respondent No. 2	:	Sh. N.L. Kaundal, Ld. AR
For Respondents No. 1 & 3	:	Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:

> "Whether the termination of services of Shri Parkash Chand s/o Shri Hiru Ram, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) w.e.f. 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.) (CAMP AT UNA)**

Reference No. : 49/2021

Date of Institution : 12.3.2021

Date of Decision : 30.05.2025

Shri Om Parkash s/o Shri Kishan Dass, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab).
. . *Petitioner*.

Versus

1. The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P.

2. The Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh.

3. M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) . . *Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rehmat Ali, Ld. AR

For Respondent No. 2 : Sh. N.L. Kaundal, Ld. AR

For Respondents No. 1 & 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:

> "Whether the termination of services of Shri Om Parkash s/o Shri Kishan Dass, c/o Shri R.K. Singh Parmar, General Secretary Punjab INTUC, 211-L, Ward No.11, P.O. Partap Nagar, Nangal Dam, District Ropar (Punjab) by (i) The Managing Director, M/s Crest Steel Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. (ii) the Managing Director, M/s Crest Steel and Power Private Limited, Village Jaratarai, P.O. Mangatta, Rajnandgaon, Chhattisgarh (iii) M/s Crest Steel (Una) Private Limited, Village and P.O. Kurluhi, Tehsil Amb, District Una, H.P. (through its Managing Director) *w.e.f.* 27.07.2011 without complying with the provisions of the Industrial Disputes Act, 1947 and Rules framed thereunder, is legal and justified? If not, what amount of back wages, past service benefits, seniority and compensation the aggrieved worker is entitled to from the aforesaid employers?"

2. The case was listed for consideration on 30.5.2025 at Una. Vide separate statement of Learned Authorized representative of the petitioner has stated that he does not want to pursue the present reference/claim and he want to withdraw the same on behalf of the petitioner with liberty to file afresh against M/s Crest Steel (Una) Private Limited, Village and Post Office Kurluhi, Tehsil Amb, District Una, H.P. and others before the appropriate authority.

3. In view of the above statement of learned Authorized Representative of petitioner and considering the formal defect in the claim the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of May, 2025.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.
(Camp at Una).

कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्रीमती रसाला देवी पुत्री तुलसी राम, निवासी टीका खनसन, डाकघर समीरपुर, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) ..प्रार्थिया।

बनाम

आम जनता ..प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (Birth & Death) 2024/2-16021, दिनांक 17–07–2025 अनुसार श्रीमती रसालादेवी पुत्री तुलसी राम, निवासी टीका खनसन, डाकघर समीरपुर, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ। जिसमें उल्लेख है कि उसका जन्म दिनांक 08–05–1974 को हुआ है। परन्तु किसी कारण वश ग्राम पंचायत समीरपुर के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 08–05–1974 दर्ज न हो सका। प्रार्थिया अब जन्म दिनांक उपरोक्त को ग्राम पंचायत समीरपुर में दर्ज करवाना चाहती है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्रीमती रसाला देवी पुत्री तुलसी राम, निवासी टीका खनसन, डाकघर समीरपुर, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 08–05–1974 को ग्राम पंचायत समीरपुर के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई

उजर / एतराज हो तो वह दिनांक 09–09–2025 तक असालतन / वकालतन हाजिर न्यायालय होकर अपना उजर / एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्रीमती सिमरो देवी पुत्री निक्का राम, निवासी टीका डूखराल, डाकघर उटपुर, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (Birth & Death) 2024/1-16737, दिनांक 24–07–2025 अनुसार श्रीमती सिमरो देवी पुत्री निक्का राम, निवासी टीका डूखराल, डाकघर उटपुर, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ। जिसमें उल्लेख है कि उसका जन्म दिनांक 05–05–1967 को हुआ है। परन्तु किसी कारणवश ग्राम पंचायत उटपुर के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 05–05–1967 दर्ज न हो सका। प्रार्थिया अब जन्म दिनांक उपरोक्त को ग्राम पंचायत उटपुर में दर्ज करवाना चाहती है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्रीमती सिमरो देवी पुत्री निक्का राम, निवासी टीका डूखराल, डाकघर उटपुर, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 05–05–1967 को ग्राम पंचायत समीरपुर के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 09–09–2025 तक असालतन / वकालतन हाजिर न्यायालय होकर अपना उजर / एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्रीमती कमला देवी पुत्री शेर सिंह, निवासी टीका संगरोह खुर्द, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (Birth & Death) 2024/1-16720, दिनांक 24–07–2025 अनुसार श्रीमती कमला देवी पुत्री शेर सिंह, निवासी टीका संगरोह खुर्द, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ। जिसमें उल्लेख है कि उसका जन्म दिनांक 15–01–1962 को हुई। परन्तु किसी कारणवश ग्राम पंचायत समीरपुर के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 15–01–1962 दर्ज न हो सका। प्रार्थिया अब जन्म दिनांक उपरोक्त को ग्राम पंचायत समीरपुर में दर्ज करवाना चाहती है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्रीमती कमला देवी पुत्री शेर सिंह, निवासी टीका संगरोह खुर्द, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 15–01–1962 को ग्राम पंचायत समीरपुर के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 09–09–2025 तक असालतन / वकालतन हाजिर न्यायालय होकर अपना उजर / एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्रीमती चन्द्रमुखी पुत्री बसंत राम, निवासी टीका दिम्मी, डाकघर दिम्मी, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (Birth & Death) 2024/1-16735, दिनांक 24–07–2025 अनुसार श्रीमती चन्द्रमुखी पुत्री बसंत राम, निवासी टीका दिम्मी, डाकघर दिम्मी, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ है। जिसमें उल्लेख है कि उसका जन्म दिनांक 20–06–1958 को हुआ। परन्तु किसी कारणवश ग्राम पंचायत दिम्मी के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 20–06–1958 दर्ज न हो सका। प्रार्थिया अब जन्म दिनांक उपरोक्त को ग्राम पंचायत दिम्मी में दर्ज करवाना चाहती है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्रीमती चन्द्रमुखी पुत्री बसंत राम, निवासी टीका दिम्मी, डाकघर दिम्मी, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 20–06–1958 को ग्राम पंचायत दिम्मी के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई उजर/एतराज हो तो वह दिनांक 09–09–2025 तक असालतन/वकालतन हाजिर न्यायालय होकर अपना उजर/एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित/–
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्री विजय कुमार पुत्र संत राम, निवासी टीका कड़ीयार, डाकघर लगदेवी, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) ·· प्रार्थी।

बनाम

आम जनता ·· प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (ST-Birth & Death) (delayed) 2024/1-16258, दिनांक 18–07–2025 अनुसार श्री विजय कुमार पुत्र संत राम, निवासी टीका कड़ीयार, डाकघर लगदेवी, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ। जिसमें उल्लेख है कि उसका जन्म दिनांक 02–05–1967 को हुआ है। परन्तु किसी कारणवश ग्राम पंचायत लग कड़ीयार के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 02–05–1967 दर्ज न हो सका। प्रार्थी अब जन्म दिनांक उपरोक्त को ग्राम पंचायत लग कड़ीयार में दर्ज करवाना चाहता है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्री विजय कुमार पुत्र संत राम, निवासी टीका कड़ीयार, डाकघर लगदेवी, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 02–05–1967 को ग्राम पंचायत लग कड़ीयार के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई उजर/एतराज हो तो वह दिनांक 09–09–2025 तक असालतन/वकालतन हाजिर न्यायालय होकर अपना

उजर / एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्री तरलोक चंद पुत्र मरचू राम, निवासी टीका लम्बरा दी धार, डाकघर बौड़ू, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) ·· प्रार्थी।

बनाम

आम जनता ·· प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (ST-Birth & Death) delayed 2024/2-17380, दिनांक 31–07–2025 अनुसार श्री तरलोक चंद पुत्र मरचू राम, निवासी टीका लम्बरा दी धार, डाकघर बौड़ू, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ। जिसमें उल्लेख है कि उसका जन्म दिनांक 15–04–1971 को हुआ है। परन्तु किसी कारणवश ग्राम पंचायत चारियां दी धार के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 15–04–1971 को दर्ज न हो सका। प्रार्थी अब जन्म दिनांक उपरोक्त को ग्राम पंचायत चारियां दी धार में दर्ज करवाना चाहता है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्री तरलोक चंद पुत्र मरचू राम, निवासी टीका लम्बरा दी धार, डाकघर बौड़ू, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 15–04–1971 को ग्राम पंचायत चारियां दी धार के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 09–09–2025 तक असालतन / वकालतन हाजिर न्यायालय होकर अपना उजर / एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्री पवन चंद पुत्र दमोदर राम, निवासी टीका सपनेहडा, डाकघर बराडा, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (ST-Birth & Death) delayed 2024/2-11780, दिनांक 21–05–2025 अनुसार श्री पवन चंद पुत्र दमोदर राम, निवासी टीका सपनेहडा, डाकघर बराडा, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ। जिसमें उल्लेख है कि उसका जन्म दिनांक 15–02–1974 को हुआ है। परन्तु किसी कारणवश ग्राम पंचायत बराडा के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 15–02–1974 दर्ज न हो सका। प्रार्थी अब जन्म दिनांक उपरोक्त को ग्राम पंचायत बराडा में दर्ज करवाना चाहता है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्री पवन चंद पुत्र दमोदर राम, निवासी टीका सपनेहडा, डाकघर बराडा, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 15–04–1971 को ग्राम पंचायत बराडा के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 09–09–2025 तक असालतन / वकालतन हाजिर न्यायालय होकर अपना उजर / एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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कार्यालय कार्यकारी दण्डाधिकारी एवम् तहसीलदार, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्रीमती माया देवी पुत्री सोहन लाल, निवासी टीका जुलहीं, डाकघर कराडा, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. प्रतिवादी।

विषय.––दरख्वास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

अतिरिक्त जिला रजिस्ट्रार जन्म एवं मृत्यु हमीरपुर के कार्यालय पत्र संख्या HFW-HMR (Birth & Death) 2024/2-15220, दिनांक 07–07–2025 अनुसार श्रीमती माया देवी पुत्री सोहन लाल, निवासी टीका जुलहीं, डाकघर कराडा, तहसील बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0प्र0) का आवेदन समस्त रिकॉर्ड व शपथ–पत्र सहित इस कार्यालय में प्राप्त हुआ। जिसमें उल्लेख है कि उसका जन्म दिनांक 12–01–1974 को हुआ है। परन्तु किसी कारणवश ग्राम पंचायत कोट के रिकॉर्ड में उक्त जन्म का पंजीकरण दिनांक 12–01–1974 दर्ज न हो सका। प्रार्थिया अब जन्म दिनांक उपरोक्त को ग्राम पंचायत कोट में दर्ज करवाना चाहती है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि श्रीमती माया देवी पुत्री सोहन लाल, निवासी टीका जुलहीं, डाकघर कराडा, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) की जन्म तिथि 12–01–1974 को ग्राम पंचायत कोट के रिकॉर्ड में दर्ज करवाने बारे किसी को कोई उजर / एतराज हो तो वह दिनांक 09–09–2025 तक असालतन / वकालतन हाजिर न्यायालय होकर अपना उजर / एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी। उसके बाद का उजर जेर समायत न होगा।

आज दिनांक 20–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं तहसीलदार,
बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0 प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी एवम् विवाह पंजीकरण अधिकारी, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

श्रीमती व्यासा देवी पुत्री जय राम, वासी टीका करेर मकर, तहसील बडसर, जिला हमीरपुर (हि0प्र0) हाल पत्नी स्व0 कांशी राम पुत्र मुसदी राम, निवासी टीका खनसन, डाकघर समीरपुर, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) ·· प्रार्थिया।

बनाम

आम जनता ·· प्रतिवादी।

विषय.––विवाह पंजीकरण under/section 8(4) विवाह पंजीकरण अधिनियम, 1996 के अधीन दर्ज करवारे बारे।

उपरोक्त विषय के संदर्भ में प्रार्थिया ने दिनांक 05–01–1983 को कांशी राम पुत्र मुसदी राम, निवासी टीका खनसन, डाकघर समीरपुर, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0) के साथ हिन्दू रीति–रिवाज अनुसार किया है, लेकिन किसी कारणवश यह विवाह ग्राम पंचायत समीरपुर में दर्ज नहीं हो सका। प्रार्थिया अब इस विवाह को ग्राम पंचायत समीरपुर के रिकार्ड में पंजीकृत करवाना चाहती हैं।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि इस विवाह के पंजीकरण बारे किसी को कोई उजर / एतराज हो तो वह असालतन / वकालतन हाजिर न्यायालय होकर दिनांक

09–09–2025 तक एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी उसके बाद का उजर जेरे समायत न होगा।

आज दिनांक 11–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं विवाह पंजीकरण अधिकारी,
बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0 प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी एवम् विवाह पंजीकरण अधिकारी, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

1. श्री कर्म चंद पुत्र पवन कुमार, वासी टीका सपनेहडा, डाकघर बराडा, तहसील बमसन स्थित टौंणी देवी, जिला हमीरपुर (हि0प्र0)

2. श्रीमती प्रियंका पुत्री नरेश चन्द्र, निवासी पडरौन मडुरही, दुदही, जिला कुशीनगर, (उ0प्र0)

.. प्रार्थीगण।

बनाम

आम जनता .. प्रतिवादी।

विषय.––विवाह पंजीकरण under/section 8(4) विवाह पंजीकरण अधिनियम, 1996 के अधीन दर्ज करवारे बारे।

उपरोक्त विषय के संदर्भ में उपरोक्त प्रार्थीगण ने दिनांक 21–06–2024 को आपस में हिन्दू रीति–रिवाज अनुसार आपस में विवाह किया है, लेकिन किसी कारणवश यह विवाह ग्राम पंचायत बराडा में दर्ज नहीं हो सका। प्रार्थीगण अब इस विवाह को ग्राम पंचायत बराडा के रिकार्ड में पंजीकृत करवाना चाहते हैं।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि इस विवाह के पंजीकरण बारे किसी को कोई उजर / एतराज हो तो वह असालतन / वकालतन हाजिर न्यायालय होकर दिनांक 09–09–2025 तक एतराज पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी कार्यवाही की जाएगी उसके बाद का उजर जेरे समायत न होगा।

आज दिनांक 11–08–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकार एवं विवाह पंजीकरण अधिकारी,
बमसन स्थित टौणी देवी, जिला हमीरपुर (हि0 प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, चढ़ियार
जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : जन्म / मृत्यु पंजीकरण मुकद्दमा संख्या : 19 / BDR / 2025

श्री गोपाल दास पुत्र श्री दिगती राम, निवासी महाल राजनगर, उप–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थी।

श्री गोपाल दास पुत्र श्री दिगती राम, निवासी महाल राजनगर, उप–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) ने इस न्यायालय में प्रार्थना–पत्र पेश किया है कि उसकी माता की मृत्यु दिनांक 21–05–2001 को महाल राजनगर, उप–तहसील चढ़ियार में हुआ था परन्तु अज्ञानतावश उस समय ग्राम पंचायत कोठी में इसका पंजीकरण नहीं करवाया जा सका है व अनुरोध किया है कि उसका पंजीकरण स्थानीय पंचायत में करवाया जावे।

अतः आम जनता को इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से सूचित किया जाता है कि इस बारे यदि किसी को कोई उजर व एतराज हो तो वह दिनांक 14–09–2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन हाजिर होकर अपना पक्ष रख सकते हैं अन्यथा उपरोक्त जन्म का पंजीकरण करने के आदेश पारित कर दिए जाएंगे। उसके उपरान्त कोई भी उजर व एतराज काबिले गौर न होगा।

आज दिनांक 14–08–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, चढ़ियार
जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : जन्म / मृत्यु पंजीकरण मुकद्दमा संख्या : 19 / BDR / 2025

श्रीमती रोशनी देवी पुत्री जस्सा राम, महाल कोठी, सब–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. प्रत्यार्थी।

श्रीमती रोशनी देवी पुत्री जस्सा राम, महाल कोठी, सब–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) ने इस न्यायालय में प्रार्थना–पत्र पेश किया है कि उसका जन्म दिनांक 19–01–1957 को महाल कोटी सन्साई, उप–तहसील चढ़ियार में हुआ था परन्तु अज्ञानतावश उस समय ग्राम पंचायत कोठी सन्साई में इसका पंजीकरण नहीं करवाया जा सका है व अनुरोध किया कि उसका पंजीकरण स्थानीय पंचायत में करवाया जावे।

अतः आम जनता को इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से सूचित किया जाता है कि इस बारे यदि किसी को कोई उजर व एतराज हो तो वह दिनांक 14–09–2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन हाजिर होकर अपना पक्ष रख सकते हैं अन्यथा उपरोक्त जन्म का पंजीकरण करने के आदेश पारित कर दिए जाएंगे। उसके उपरान्त कोई भी उजर व एतराज काबिले गौर न होगा।

आज दिनांक 14–08–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

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ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, चढ़ियार, जिला कांगड़ा (हि0प्र0)

मुकद्दमा संख्या : 23 / C / 2025 किस्म मुकद्दमा : दुरुस्ती इन्द्राज

श्री विशम्बर सिंह राणा पुत्र जोधा राम, निवासी महाल चढियार खास, मौजा व उप–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थी।

श्री विशम्बर सिंह राणा पुत्र जोधा राम, निवासी महाल चढ़ियार खास, मौजा व उप–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) ने इस कार्यालय / न्यायालय में प्रार्थना–पत्र पेश किया है कि उसका नाम उसके आधार कार्ड, वोटर कार्ड, पैन कार्ड, सर्विस रिकार्ड आदि में सही नाम श्री विशम्बर सिंह राणा दर्ज है परन्तु राजस्व अभिलेख महाल चढियार में इंतकाल करते समय उसका नाम वश्म्बर सिंह दर्ज है जोकि गलत है। व महाल बहलव् डन्डोल में वश्म्बर चंद दर्ज है। अतः आवेदक अपना नाम राजस्व अभिलेखों में उपरोक्त पटवार वृत्तों के महालों में भी बिशम्बर सिंह राणा दर्ज करवाना चाहता है।

अतः आम जनता को इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से सूचित किया जाता है कि यदि इस बारे किसी को कोई उजर व एतराज हो तो वह दिनांक 15–09–2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन हाजिर होकर अपना पक्ष रख सकते हैं गैर–हाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जावेगी।

आज दिनांक 12–08–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

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ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, चढ़ियार, जिला कांगड़ा (हि0प्र0)

मुकद्दमा संख्या : 20 / C / 2025 किस्म मुकद्दमा : दुरुस्ती इन्द्राज

श्री मधु चंदेल पुत्र चुहड़ सिंह, निवासी सिम्बल, मौजा व उप–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थी।

श्री मधु चंदेल पुत्र चुहड़ सिंह, निवासी सिम्बल, मौजा व उप–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) ने इस कार्यालय / न्यायालय में प्रार्थना–पत्र पेश किया है कि उसका नाम उसके आधार कार्ड आदि में सही नाम मधु चंदेल दर्ज है परन्तु राजस्व अभिलेख महाल सिम्बल, मेहला में इंतकाल तस्दीक करते समय उसका नाम मातवर सिंह दर्ज है जोकि गलत है। अतः आवेदक अपना नाम राजस्व अभिलेखों में उपरोक्त पटवार वृत्तों के महालों में मधु चंदेल दर्ज करवाना चाहता है।

अतः आम जनता को इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से सूचित किया जाता है कि यदि इस बारे किसी को कोई उजर व एतराज हो तो वह दिनांक 15–09–2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन हाजिर होकर अपना पक्ष रख सकते हैं गैर–हाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जावेगी।

आज दिनांक 12–08–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, चढ़ियार
जिला कांगड़ा (हि0प्र0)

मुकद्दमा संख्या : 18 / BDR / 2025 किस्म मुकद्दमा : जन्म / मृत्यु पंजीकरण

श्री मोहिंदर सिंह पुत्र श्री सरन दास, निवासी महाल डोली खुर्द, सब–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) .. प्रार्थी।

बनाम

आम जनता .. प्रत्यार्थी।

श्री मोहिंदर सिंह पुत्र श्री सरन दास, निवासी महाल डोली खुर्द, सब–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) ने इस न्यायालय में प्रार्थना–पत्र पेश किया है कि उसका जन्म दिनांक 18–01–1975 को महाल डोली खुर्द, उप–तहसील चढ़ियार में हुआ था परन्तु अज्ञानतावश उस समय ग्राम पंचायत छेक में उसका पंजीकरण नहीं करवाया जा सका है व अनुरोध किया कि उसका पंजीकरण स्थानीय पंचायत में करवाया जावे।

अतः आम जनता को इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से सूचित किया जाता है कि इस बारे यदि किसी को कोई उजर व एतराज हो तो वह दिनांक 14–09–2025 को अधोहस्ताक्षरी की अदालत में

असालतन या वकालतन हाजिर होकर अपना पक्ष रख सकते हैं अन्यथा उपरोक्त जन्म का पंजीकरण करने के आदेश पारित कर दिए जाएंगे। उसके उपरान्त कोई भी उजर व एतराज काबिले गौर न होगा।

आज दिनांक 14–08–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार, चढ़ियार
जिला कांगड़ा (हि0प्र0)

मुकद्दमा संख्या : .../BDR/2025 किस्म मुकद्दमा : जन्म / मृत्यु पंजीकरण

सुदर्शना देवी पुत्री अमर सिंह, निवासी महाल सिम्बल, सब–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0)
.. प्रार्थिया।

बनाम

आम जनता .. प्रत्यार्थी।

सुदर्शना देवी पुत्री अमर सिंह, निवासी महाल सिम्बल, सब–तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0) ने इस न्यायालय में प्रार्थना–पत्र पेश किया है कि उसका जन्म दिनांक 08–04–1960 को महाल सिम्बल, उप–तहसील चढ़ियार में हुआ था परन्तु अज्ञानतावश उस समय ग्राम पंचायत सिम्बल में उसका पंजीकरण नहीं करवाया जा सका है व अनुरोध किया कि उसका पंजीकरण स्थानीय पंचायत में करवाया जावे।

अतः आम जनता को इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से सूचित किया जाता है कि इस बारे यदि किसी को कोई उजर व एतराज हो तो वह दिनांक 14–09–2025 को अधोहस्ताक्षरी की अदालत में असालतन या वकालतन हाजिर होकर अपना पक्ष रख सकते हैं अन्यथा उपरोक्त जन्म का पंजीकरण करने के आदेश पारित कर दिए जाएंगे। उसके उपरान्त कोई भी उजर व एतराज काबिले गौर न होगा।

आज दिनांक 14–08–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

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ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, चढ़ियार, जिला कांगड़ा (हि0प्र0)

मुकद्दमा संख्या : 01 / R / NTC / 2025 किस्म मुकद्दमा : मखफूद–उल–खबरी, (गुमशुदा)

तारीख पेशीः 15–09–2025

उनवान : मखफूद–उल–खबरी (गुमशुदगी) का इंतकाल दर्ज व तस्दीक करने बारे।

प्रार्थिया नेहा पुत्री श्री परशोतम चंद पुत्र श्री पदम् सिंह, निवासी महाल डोली खुर्द मौजा व सब–तहसील चढ़ियार, जिला कांगड़ा, हि0प्र0 ने इस अदालत में अपने पिता श्री परशोतम चंद पुत्र श्री पदम् सिंह के मखफूद–उल–खबरी, (गुमशुदगी) का इंतकाल दर्ज व तस्दीक करवाने बारे प्रार्थना–पत्र गुजारा है कि उक्त व्यक्ति लगभग 17–18 वर्षों से दिल्ली में नौकरी करने गया था और उसी दिन से गुमशुदा है। जिसकी रिपोर्ट पुलिस चौकी चढ़ियार में करवा दी गई है, और FIR की प्रति साथ भी संलग्न कर दी है। प्रार्थिया अपने पिता श्री परशोतम चंद पुत्र श्री पदम् सिंह का मखफूद–उल–खबरी, (गुमशुदगी) का इंतकाल दर्ज व तस्दीक करवाना चाहती है। जिस बारे प्रार्थिया द्वारा दो गवाहों के हल्फिया ब्यान व FIR की प्रति संलग्न की है।

अतः आम जनता को इस राजपत्र इश्तहार / मुश्त्री मुनादी के माध्यम से सर्वसाधारण को सूचित किया जाता है कि प्रार्थिया के पिता श्री परशोतम चंद पुत्र श्री पदम् सिंह के मखफूद–उल–खबरी, (गुमशुदगी) का इंतकाल दर्ज व तस्दीक करने बारे यदि किसी को कोई उजर व एतराज हो तो वह दिनांक 15–09–2025 को आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर मखफूद–उल–खबरी, (गुमशुदगी) का इंतकाल दर्ज व तस्दीक करने के आदेश पारित कर दिए जाएंगे। इसके उपरांत कोई एतराज नहीं सुना जाएगा।

आज दिनांक 21–09–2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

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ब अदालत श्री दीपक शर्मा, सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, तहसील फतेहपुर, जिला कांगड़ा (हि0प्र0)

श्री प्रदीप कुमार पुत्र सरताज सिंह, निवासी गांव वडियाली व डाकघर सुनहारा, तहसील फतेहपुर, जिला कांगड़ा, हि0प्र0 .. प्रार्थी।

बनाम

आम जनता .. फरीकदोयम।

प्रार्थना–पत्र बाबत नाम दुरुस्ती जेर धारा 37(2) हि0प्र0 भू–राजस्व अधिनियम, 1954 के अन्तर्गत करने बारा।

प्रार्थी श्री प्रदीप कुमार पुत्र सरताज सिंह, निवासी गांव वडियाली व डाकघर सुनहारा, तहसील फतेहपुर, जिला कांगड़ा, हि0प्र0 ने निवेदन किया है कि उसका नाम आधार कार्ड, पैन कार्ड में प्रदीप सिंह है, जोकि सही है। लेकिन उसका नाम महाल वडियाली के राजस्व रिकार्ड में प्रदीप कुमार दर्ज है जोकि गलत है। जिसे प्रार्थी उपरोक्त अभिलेख के अनुसार प्रदीप कुमार पुत्र सरजात सिंह की जगह प्रदीप सिंह पुत्र सरताज सिंह दुरुस्त करवाना चाहता है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है। यदि किसी व्यक्ति को प्रार्थी उक्त के नाम दुरुस्त करने बारा कोई उजर व एतराज हो तो वह दिनांक 27–09–2025 को प्रातः 10.00 बजे असालतन व वकालतन हाजिर होकर अपना एतराज लिखित रूप में पेश करें। अन्यथा प्रार्थी के नाम दुरुस्ती

दर्ज करने बारे आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक ..... को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
फतेहपुर, जिला कांगड़ा (हि0प्र0)।

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ब अदालत श्री दीपक शर्मा, सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, तहसील फतेहपुर, जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0: / नाम दुरुस्ती / 2025 तारीख पेशी :

श्री रोडू पुत्र वचित्र सिंह, निवासी मोहाड़, डाकघर सुनहारा, तहसील फतेहपुर, जिला कांगड़ा, हि0प्र0 .. प्रार्थी।

बनाम

आम जनता .. फरीकदोयम।

प्रार्थना–पत्र बाबत नाम दुरुस्ती जेर धारा 37(2) हि0प्र0 भू–राजस्व अधिनियम, 1954.

प्रार्थी श्री रोडू पुत्र वचित्र सिंह, निवासी मोहाड़, डाकघर सुनहारा, तहसील फतेहपुर, जिला कांगड़ा, हि0प्र0 ने अदालत हजा में एक प्रार्थना–पत्र गुजारा है कि उसका नाम उसके आधार कार्ड व सर्विस रिकार्ड में रोडू दर्ज है। जबकि राजस्व रिकॉर्ड महाल मोहाड़, तहसील फतेहपुर में उसका नाम रुलदु राम दर्ज है। रोडू व रुलदु राम एक ही व्यक्ति के दो नाम है। प्रार्थी ने निवेदन किया है कि राजस्व रिकार्ड में प्रार्थी का नाम रुलदू राम उर्फ रोडू दर्ज किया जाए। इस आशय की पुष्टि में प्रार्थी ने प्रार्थना–पत्र के साथ जमाबन्दी महाल मोहाड़ 2022–23 व अपने आधार कार्ड की छायाप्रति व शपथ–पथ संलग्न है।

अतः इस इश्तहार द्वारा हर आम व खास को प्रार्थी के आवेदन बराये दुरुस्ती नाम राजस्व रिकार्ड सूचित किया जाता है। यदि किसी भी व्यक्ति को प्रार्थी के आवेदन के प्रति कोई आपत्ति है तो वह भीतर एक माह असालतन व वकालतन इस कार्यालय में हाजिर आकर अपनी आपत्ति दर्ज करवा सकता है अन्यथा प्रार्थी का नाम दुरुस्ती करने बारे आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक ..... को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता प्रथम श्रेणी,
फतेहपुर, जिला कांगड़ा (हि0प्र0)।

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ब अदालत तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग, अम्ब, जिला ऊना (हि0प्र0)

पवना कुमारी पुत्री स्व0 श्री चमन लाल पुत्र सन्त राम, निवासी गांव व डा0 लड़ोली (वार्ड नं0 5) तहसील अम्ब, जिला ऊना (हि0प्र0)।

बनाम

1. राज कुमारी पुत्री स्व0 श्री चमन लाल पुत्र सन्त राम, 2. श्री सुनील दत्त पुत्र राम स्वरूप पुत्र सन्त राम, निवासीगण गांव व डा0 लड़ोली (वार्ड नं0 5), तहसील अम्ब, जिला ऊना (हि0प्र0), 3. आम जनता।

विषय.––इन्तकाल मखफूद–उल–खबरी श्री रोशन लाल पुत्र श्री सन्त राम पुत्र लालू, निवासी गांव व डा0 लड़ोली (वार्ड नं0 5) तहसील अम्ब, जिला ऊना (हि0प्र0) की बरास्त तसदीक करने बारे।

इश्तहार मुस्त्री मुनादी / अखबारी इश्तहार

हर खास व आम को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थिया पवना कुमारी पुत्री स्व0 श्री चमन लाल पुत्र सन्त राम, निवासी गांव व डा0 लड़ोली (वार्ड नं0 5), तहसील अम्ब, जिला ऊना (हि0प्र0) ने प्रार्थना–पत्र प्रस्तुत किया है कि उसके ताया श्री रोशन लाल पुत्र श्री सन्त राम पुत्र लालू ने बाल्य अवस्था में ही साधू का भेष धारण किया हुआ था तथा अविवाहित था उसने कोई शादी नहीं करवाई थी। पहले वह कभी–कभार घर आते थे। लेकिन पिछले लगभग पूर्व 20 वर्षों से कभी भी घर नहीं आये, तब से ही वह लापता है। जिस बारे श्री रोशन लाल पुत्र श्री सन्त राम पुत्र लालू के जायज वारसान ने सम्पत्ति / मलकीयती भूमि का इन्तकाल अपने नाम करवाने हेतु आवेदन किया है। इस बारे अगर किसी भी व्यक्ति को कोई आपत्ति हो तो वह इश्तहार प्रकाशित होने के एक माह की अवधि के भीतर असालतन व वकालतन अधोहस्ताक्षरी की अदालत में आकर अपनी आपत्ति दर्ज करवा सकता है अन्यथा इन्तकाल मखफूद–उल–खबरी वरास्त इन्तकाल श्री रोशन लाल पुत्र श्री सन्त राम पुत्र पुत्र लालू के वारसान पवना कुमारी, राज कुमारी पुत्रियां चमन लाल पुत्र सन्त राम व सुनील दत्त पुत्र स्व0 श्री राम स्वरुप पुत्र सन्त राम के नाम तस्दीक कर दिया जाएगा।

आज दिनांक 13–08–2025 को अधोहस्ताक्षरी की अदालत से इश्तहार आम मोहर सहित जारी किया गया।

हस्ताक्षरित / –

मोहर। तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग,
अम्ब, जिला ऊना (हि0प्र0)

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ब अदालत कार्यकारी दण्डाधिकारी अम्ब, तहसील अम्ब, जिला ऊना (हि0प्र0)

श्री ओंकार सिंह पुत्र प्रभा राम, निवासी गांव घनारी, तहसील घनारी, जिला ऊना (हि0प्र0)

बनाम

आम जनता

विषय.––प्रार्थना–पत्र जेर धारा 13 / 3 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत जन्म एवं मृत्यु पंजीकरण करवाने बारे।

इश्तहार मुस्त्री मुनादी बनाम आम जनता।

प्रार्थी श्री ओंकार सिंह पुत्र प्रभा राम, निवासी गांव घनारी, तहसील घनारी, जिला ऊना (हि0प्र0) ने इस अदालत में प्रार्थना–पत्र गुजारा है कि उसके भाई देशराज उर्फ सुरजीत सिंह पुत्र प्रभु उर्फ प्रभा राम की मृत्यु दिनांक 19–07–2023 को कोर्ट परिसर अम्ब में हुई थी, जिसको माननीय अदालत कोर्ट नम्बर–III द्वारा मृत्यु

आदेश पारित किया था, परन्तु अज्ञानतावश उक्त मृत्यु का इन्द्राज सम्बन्धित नगर पंचायत / ग्राम पंचायत के अभिलेख में नहीं हो सका है।

अतः सर्वसाधारण को इस इश्तहार मुस्त्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त मृत्यु दर्ज करने बारे कोई उजर / एतराज हो तो वह दिनांक 20–09–2025 को दोपहर 2.00 बजे या उससे पूर्व असालतन या वकालतन हाजिर अदालत होकर पेश करें, अन्यथा नियमानुसार सम्बन्धित ग्राम पंचायत को उक्त मृत्यु दर्ज करने बारे आदेश जारी कर दिए जाएंगे।

आज दिनांक 14–08–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
अम्ब, जिला ऊना (हि0प्र0)।

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ब अदालत कार्यकारी दण्डाधिकारी अम्ब, तहसील अम्ब, जिला ऊना (हि0प्र0)

श्री दुर्गविजय यादव पुत्र श्री सुन्नर यादव, निवासी गांव हरैया बाईपार, डा0 हरैया, अर्जुनपट्टी, आजमगढ़, उतर प्रदेश।

बनाम

आम जनता

विषय.––प्रार्थना–पत्र जेर धारा 13 / 3 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत जन्म एवं मृत्यु पंजीकरण करवाने बारे।

इश्तहार मुस्त्री मुनादी बनाम आम जनता।

प्रार्थी श्री दुर्गविजय यादव पुत्र श्री सुन्नर यादव, निवासी गांव हरैया बाईपार, डा0 हरैया, अर्जुनपट्टी, आजमगढ, उतर प्रदेश ने इस अदालत में प्रार्थना–पत्र गुजारा है कि उसके बेटे राजू पुत्र श्री दुर्गविजय यादव की मृत्यु दिनांक 21–04–2023 को बाढ़ में बह जाने के कारण हुई थी, जिस बारे माननीय अदालत कोर्ट नम्बर–II द्वारा मृत्यु आदेश पारित किया था, परन्तु अज्ञानतावश उक्त मृत्यु का इन्द्राज सम्बन्धित नगर पंचायत / ग्राम पंचायत के अभिलेख में नहीं हो सका है।

अतः सर्वसाधारण को इस इश्तहार मुस्त्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त मृत्यु दर्ज करने बारे कोई उजर / एतराज हो तो वह दिनांक 20–09–2025 को दोपहर 2.00 बजे या उससे पूर्व असालतन या वकालतन हाजिर अदालत होकर पेश करें, अन्यथा नियमानुसार सम्बन्धित ग्राम पंचायत को उक्त मृत्यु दर्ज करने बारे आदेश जारी कर दिए जाएंगे।

आज दिनांक 14–08–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
अम्ब, जिला ऊना (हि0प्र0)।

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ब अदालत समाहर्ता एवं उप–मण्डल अधिकारी (ना0) बंगाणा, जिला ऊना (हि0प्र0)

1. श्री सुखदेव, 2. श्री देवी दास पुत्रान श्री संत राम, 3. श्री विनोद कुमार, 4. श्री रवि दत, 5. श्री तिलक राज, पुत्रान धनी राम, 6. श्री प्रमोद कुमार, 7. श्री रमेश चन्द पुत्रान व 8. श्रीमती सरस्वती देवी पत्नी स्व0 श्री ध्यान चन्द, सभी निवासी महाल तुरेटा, डा0 तनोह, तहसील बंगाणा, जिला ऊना (हि0प्र0)

प्रार्थीगण।

बनाम

1. श्री बलदेव कुमार पुत्र श्री किशन चन्द, 2. श्री किशोर कुमार, 3. श्री जतन कुमार पुत्रान व 4. श्रीमती शकुन्तला देवी पत्नी स्व0 श्री अशोक कुमार पुत्र श्री किशन चन्द, 5. श्री जतिन्द्र भारगव पुत्र व, 6. श्रीमती अनुराधा शर्मा, 7. श्रीमती स्नेह कालिया पुत्रियां श्रीमती सुदर्शना देवी, सभी निवासी गांव व डा0 तनोह, तहसील बंगाणा, जिला ऊना (हि0प्र0)

विषय.––प्रार्थना–पत्र अधीन धारा 4 फक–उल–रैहन अधिनियम, 1971 (हि0प्र0)।

इश्तहार मुनादीः

प्रतिवादीगण नं0 1 ता 7 को इस न्यायालय द्वारा उपरोक्त केस की सुनवाई हेतु बजरिया समन तलब किया गया, परन्तु उनकी तामील हो न पाई गई है। ऐसा प्रतीत होता है कि उनकी तामील साधारण ढंग से नहीं हो सकती है। अतः अब इस इश्तहार मुनादी द्वारा प्रतिवादीगण नं0 1 ता 7 को सूचित किया जाता है कि आप इस न्यायालय में उक्त केस की सुनवाई हेतु दिनांक 16–09–2025 को बाद दोपहर 2.00 बजे असालतन या बकालतन उपस्थित होवें। अन्यथा आपके विरूध नियमानुसार कार्यवाही अमल में लाई जाएगी।

आज दिनांक 19–08–2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर। हस्ताक्षरित / –
समाहर्ता एवं उप–मण्डलाधिकारी,
बंगाणा, जिला ऊना (हि0प्र0)।

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In the Court of Marriage Officer-cum**-Sub-Divisional Magistratea Bangana, District Una, Himachal Pradesh**

In the matter of :

1. Sh. Manoj Kumar age 27 years s/o Sh. Mohinder Singh, r/o Village Boul, P.O. Khurwain, Tehsil Bangana, District Una (H.P.).

2. Kamna age 31 years d/o Sh. Harish Kumar, r/o Village, P.O. & Tehsil Goriwala, District Sirsa (Haryana) . . *Applicants.*

Versus

General Public

Subject.—Application for the registration of Marriage under section 15 of the Special Marriage Act, 1954 (H.P.).

Sh. Manoj Kumar s/o Sh. Mohinder Singh, r/o Village Boul, P.O. Khurwain, Tehsil Bangana, District Una (H.P.) and Kamna d/o Sh. Harish Kumar, r/o Village, P.O. & Tehsil Goriwala, District Sirsa (Haryana) at present w/o Sh. Manoj Kumar s/o Sh. Mohinder Singh, r/o Village Boul, P.O. Khurwain, Tehsil Bangana, District Una (H.P.) have filed an application alongwith affidavits in the court of undersigned under section 15 of the Special Marriage Act, 1954 (H.P.) that they have solemnized their marriage on 25-11-2024 at Village Boul, P.O. Khurwain, Tehsil Bangana, District Una (H.P.) and they are living together as husband and wife since then. Hence, their marriage may be registered under section 15 of the Special Marriage Act, 1954 (H.P.). Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 23-09-2025 after that no objection will be entertained and marriage will be registered.

Issued today on 20th August, 2025 under my hand and seal of the court.

Seal. Sd/-

Marriage Officer-cum-Sub-Divisional Magistrate,
Bangana, District Una, Himachal Pradesh.

CHANGE OF NAME

I, Mahendra Lama s/o Jetha Lama, r/o Village Gahi (118), P.O. Jabli, Tehsil Kasauli, District Solan (H.P.) has declare that I have changed my minor daughter, name from Nihma Sood to Nima Lama. All concerned please note for future.

MAHENDRA LAMA
s/o Jetha Lama,
r/o Village Gahi (118), P.O. Jabli,
Tehsil Kasauli, District Solan (H.P.).

CHANGE OF NAME

I, Sahib Devi w/o Sh. Ram Krishan, r/o Village Galua, P.O. Nakrana, Tehsil Shri Naina Deviji, District Bilaspur (H.P.) declare that I have changed my name from Sahab Dei to Sahib Devi. All concerned please note.

SAHIB DEVI
w/o Sh. Ram Krishan,
r/o Village Galua, P.O. Nakrana,
Tehsil Shri Naina Deviji, District Bilaspur (H.P.).

CHANGE OF NAME

I, Raj Kumar Bhardwaj s/o Sh. Dharam Singh, r/o Village Ratial, P.O. Rail, Tehsil Nadaun, District Hamirpur (H.P.) declare that I have changed my minor daughter's name from Kavya Bhardwaj to Kavya Singh Bhardwaj all purposes in future. Please note.

RAJ KUMAR BHARDWAJ
s/o Sh. Dharam Singh,
r/o Village Ratial, P.O. Rail,
Tehsil Nadaun, District Hamirpur (H.P.).

CHANGE OF NAME

I, Ashwani Kumar s/o Sh. Jitender Kumar, H. No. 63/11, Tarna Hill Mandi (H.P.) declare that in the Aadhar Card 9561 9081 4002 my daughter's name is recorded as Angelina. My daughter's real name is Angeliana. Concerned note it.

ASHWANI KUMAR
s/o Sh. Jitender Kumar,
H. No. 63/11, Tarna Hill Mandi (H.P.).

CORRECTION OF NAME

I, Rajesh Kumar s/o Sh. Tarsem Lal, V.P.O. Andora Upper, Tehsil Amb, District Una (H.P.) declare vide affidavit No. 1468/NT, dated 28-08-2025 before Executive Magistrate, Amb, that name of my daughter has wrongly been entered in Aadhar Card & School Certificate as Rusi Rani whereas, her correct name is Aarushi Rani. Concerned may please note.

RAJESH KUMAR
s/o Sh. Tarsem Lal,
V.P.O. Andora Upper,
Tehsil Amb. District Una (H.P.).

CHANGE OF NAME

I, Kamalo Devi w/o Pyar Chand, r/o Ward No. 01, Village Gorat, P.O. Saperu, Tehsil Palampur, District Kangra (H.P.)-176061, declare that I have changed my name from Kamla Devi to Kamalo Devi. Kamla Devi and Kamalo Devi is the same and one woman. All concerned be noted.

KAMALO DEVI
w/o Pyar Chand,
r/o Ward No. 01 Village Gorat,
P.O. Saperu, Tehsil Palampur, District Kangra (H.P.).

CHANGE OF NAME

I, Bakshi Ram s/o Late Shri Tihru Ram, r/o Ward No. 07, V.P.O. Samlena, P.O. Bhawarna, Tehsil Palampur, District Kangra (H.P.)-176083, declare that I have changed the name of my daughter from Ravidhika to Rividhika. Ravidhika and Rividhika is the same and one woman. All concerned be noted.

BAKSHI RAM
s/o Late Shri Tihru Ram,
r/o Ward No. 07, V.P.O. Samlena,
P.O. Bhawarna, Tehsil Palampur, District Kangra (H.P.).

CHANGE OF NAME

I, Jhounkhar s/o Sh. Raban Ram, r/o Village & P.O. Kuleth, Tehsil Holi, District Chamba (H.P.) declare that I have changed my name from Jonfi Ram to Jhounkhar for all purposes in future. All concerned note.

JHOUNKHAR
s/o Sh.Raban Ram,
r/o Village & P.O. Kuleth,
Tehsil Holi, District Chamba (H.P.).

CHANGE OF NAME

I, Raman Kumari w/o Sh. Prem Chand, r/o Village Chatra (568), P.O. Dhamer, Tehsil & District Kangra (H.P.)-176038 declare that my actual and correct name is Raman Kumari but in my school certificate and other documents my name has been recorded as Ramana Devi instead of Raman Kumari. I want to change my name from Ramana Devi to Raman Kumari. All concerned please may note.

RAMAN KUMARI
w/o Sh. Prem Chand,
r/o Village Chatra (568),
P.O. Dhamer, Tehsil & District Kangra (H.P.).

CHANGE OF NAME

I, Surinder Kumar s/o Late Sh. Miya Ram Astani, P.O. Samoli, Tehsil Rohru, District Shimla (H.P.) declare that name of my son Aarav is wrongly mentioned as Aarabh in his Aadhar Card No. 296611202552. Therefore , it should be changed to Aarav in his Aadhar Card. Note the relevant information.

SURINDER KUMAR
s/o Late Sh. Miya Ram Astani,
P.O. Samoli, Tehsil Rohru, District Shimla (H.P.).

CORRECTION OF NAME

I, Amandeep Puri aged about 44 years s/o Sh. N. K. Puri, r/o Friends Colony, Ward No. 7, Nalagarh, District Solan (H.P.) declare that actual name of my daughter is Nishta Puri but in Aadhar Card her name is wrongly written as Nishita Puri. Now I want to get name of my daughter corrected as Nishta Puri in her Aadhar Card.

AMANDEEP PURI
s/o Sh. N. K. Puri,
r/o Friends Colony, Ward No. 7,
Nalagarh, District Solan (H.P.).

CHANGE OF NAME

I, Durma Devi w/o Sh. Shishu Pall, r/o Village Malwari, P.O. Seema, Tehsil Rohru, District Shimla (H.P.) declare that my name is wrongly mentioned as Durabha Devi in my Aadhar Card No. 7763 4056 3162. Therefore, it should be changed to Durma Devi in my Aadhar Card. Note the relevant information.

DURMA DEVI
w/o Sh. Shishu Pall,
r/o Village Malwari, P.O. Seema,
Tehsil Rohru, District Shimla (H.P.).

CHANGE OF NAME

I, Kamla Devi w/o Sh. Bhagat Ram, r/o Village Kothi, P.O. Kunihar, Tehsil Arki, District Solan (H.P.) declare that I have changed my name from Kamla Devi to Roshni. Concerned please may note.

KAMLA DEVI
w/o Sh. Bhagat Ram,
r/o Village Kothi,
P.O. Kunihar, Tehsil Arki, District Solan (H.P.).

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट http://rajpatrahimachal.nic.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।